



**AGENDA ITEM REQUEST FORM
CITY OF JOHNSON CITY, TEXAS
CITY COUNCIL**

ITEM NOS. 12, 13, & 14

MEETING DATE: **January 12, 2021**

AGENDA PLACEMENT:

- Ceremonial
- Consent
- Individual
- Closed Session

CAPTION:

Discussion of and action on a recommendation of the Community Development Block Grant (CDBG) Evaluation Committee regarding an administrative services proposal received for the 2021-2022 CDBG Application Cycle for the replacement and/or repair of substandard fire hydrants and the installation of water main valves throughout the City of Johnson City's corporate City limits and naming the firm evaluated as most qualified by the CDBG Evaluation Committee. (Staff)

Discussion of and action on a Professional Services Agreement between the City of Johnson City, Texas and Grant Development Services, Inc. for 2021-2022 CDGB Program grant application preparation services for the replacement and/or repair of substandard fire hydrants and the installation of water main valves throughout the City of Johnson City's corporate City limits. (Staff)

Discussion of and action on a Professional Services Agreement between the City of Johnson City, Texas and Grant Development Services, Inc. for 2021-2022 CDBG Program grant administration management services for the replacement and/or repair of substandard fire hydrants and the installation of water main valves throughout the City of Johnson City's corporate City limits. (Staff)

EXECUTIVE SUMMARY:

On December 8, 2020, the City Council authorized the Chief Administrative Officer to:

- a) solicit proposals from pre-qualified grant administrators for the preparation of a grant application;
- b) select, negotiate, and execute a contract with a grant administrator for grant application creation, submittal, and subsequent administration services for the awarded grant; and

- c) utilize Bureau Veritas for planning and design services related to the grant submittal.

Solicitations were sent out on December 10, 2020, and they were due by December 22, 2020 at 3 p.m. Grant Development Service, Inc. (GDS) was the sole respondent.

In accordance with Texas Department of Agriculture (TDA) and Community Development Block Grant (CDBG) regulations, Mayor Stell, Public Works Director Sultemeier, and I formed an Evaluation Committee and reviewed/scored the qualifications of GDS. The Committee awarded GDS 94 out 100 possible points.

FINANCIAL:

The maximum grant award amount is \$350,000.00.

- 10% required grant match or \$35,000.00, not including planning and design services.
- GDS fee structure:
 - \$2,400.00 application fee.
 - 5% additional fee (\$17,500) if grant funds.
 - 6.5% grant administration fee (\$22,750).
- Engineering est. \$35,000.00 to \$70,000.00

ATTACHMENTS:

- Evaluation Form P508;
- GDS proposal;
- Proposed application services agreement; and
- Proposed grant administration services agreement.

The City Attorney has reviewed and recommended amendments to the proposed application and grant administration services agreements. City Staff has forwarded said recommendations to GDS for approval and incorporation into the agreements. Upon receipt, City Staff will forward the agreed upon agreements to City Council.

SUGGESTED ACTION:

Motion to approve a recommendation of the Community Development Block Grant (CDBG) Evaluation Committee regarding an administrative services proposal received from Grant Development Services, Inc. for the 2021-2022 CDBG Application Cycle for the replacement and/or repair of substandard fire hydrants and the installation of water main valves throughout the City of Johnson City's corporate City limits.

Motion to approve a Professional Services Agreement between the City of Johnson City, Texas and Grant Development Services, Inc. for 2021-2022 CDGB Program grant application


preparation services for the replacement and/or repair of substandard fire hydrants and the installation of water main valves throughout the City of Johnson City's corporate City limits, and authorizing Mayor Stell to execute said Agreement on behalf of the City Council of the City of Johnson City.

Motion to approve a Professional Services Agreement between the City of Johnson City, Texas and Grant Development Services, Inc. for 2021-2022 CDBG Program grant administration management services for the replacement and/or repair of substandard fire hydrants and the installation of water main valves throughout the City of Johnson City's corporate City limits, and authorizing Mayor Stell to execute said Agreement on behalf of the City Council of the City of Johnson City.

PREPARED BY: City Staff

DATE SUBMITTED: 1/10/21

**Texas Community Development Block Grant
Phase Two Solicitation for Administrative Services
Evaluation of Proposals**

Applicant Community:	CITY OF JOHNSON CITY, TEXAS						
Evaluation Team: (at least three persons required, including one local official)	Name of Evaluator				Title		
	RICK SCHRODER				CAO/CITY SECRETARY		
	RHONDA STELL				MAYOR		
	B.J. SULTEMEIER				PUBLIC WORKS DIRECTOR		
Description of Anticipated Project:	CITYWIDE REPLACEMENT OF ANTIQUATED FIRE HYDRANTS AND VALVES						
Date Solicitation Sent:	12-10-2020						
Responses received:	Name of Firm				Date Response Received		
	GRANT DEVELOPMENT SERVICES, INC.				12-18-2020		
	COMMUNITY DEVELOPMENT MANAGEMENT CO.				NO RESPONSE		
	RESOURCE MANAGEMENT AND CONSULTING CO.				NO RESPONSE		
Evaluation of Proposals:	Enter for each criterion and proposal: <ul style="list-style-type: none"> • Points awarded (if scoring was used on Form P506), or • Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U). 						
Name of Firm	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other	Other	Notes: "OTHER" IS EXPERIENCE WITH CITYWIDE FIRE HYDRANT AND VALVE REPLACEMENT PROJECTS.
	20	20	20	20	20		
GRANT DEVELOPMENT SERVICES, INC.	19	20	19	18	18		TOTAL POINTS: 94
Firm Recommended:	GRANT DEVELOPMENT SERVICES, INC.						
Firm Selected:	GRANT DEVELOPMENT SERVICES, INC.						
	* If Firm Selected differs from Firm recommended by Evaluators, provide explanation						
Conflict of Interest Evaluated by:	RICK A. SCHRODER	<input checked="" type="checkbox"/>	No conflict exists	<input type="checkbox"/>	Request for waiver submitted to TDA		
Date Awarded by Governing Body:	JANUARY 12, 2020						
Signature of Lead Evaluator:							

PROPOSAL FOR PROVIDING
APPLICATION PREPARATION SERVICES
AND
ADMINISTRATIVE MANAGEMENT SERVICES
FOR THE
CITY OF JOHNSON CITY



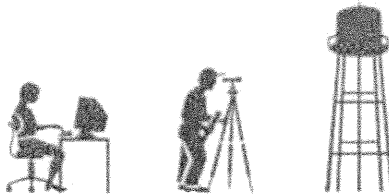
In connection with a

FY2021/2022 CDBG Construction Project

**Program Sponsor: Texas Department of Agriculture
Texas Community Development Block Grant Program**

Submitted by:

J Gandolf Burrus, President



Grant Development Services

P.O. Box 33043 Austin, Texas 78764
(512) 707-0455 Fax (512) 707-7211

**Texas Community Development Block Grant
Phase Two Solicitation for Administrative/Planning Services
Request for Project-Specific Proposal**

Applicant Community:	City of Johnson City		
Name of Firm Solicited:	Grant Development Services Inc		
Firm Address:	gburrus@texasgrants.us		
Date Solicitation Sent:	12-11-2020	Date Response Due:	
		12-22-2020	
		3:00 PM	
Program: (list ONLY one program per form, create separate A506 for each additional program)	2021-2022 Community Development Fund		
Description of Anticipated Project:	City-wide replacement of antiquated fire hydrants		
Anticipated Scope of Work: (revise/add/delete services in this section as appropriate)	<ul style="list-style-type: none"> • Application Preparation Services • Basic Contract Implementation Services <input type="checkbox"/> Planning services (include details/specifics): _____ <input type="checkbox"/> Assistance for Acquisition of Real Property • Compliance with federal Labor Standards (for construction contracts) • Environmental Review Services including Section 106 compliance <input type="checkbox"/> Other _____ 		
Evaluation Criteria (provide for each: <ul style="list-style-type: none"> • the maximum number of points; • categories such as Very Important, Somewhat Important, or Minor Importance; or • other indication of the relative importance of the criteria 	Criteria	Maximum Score or Relative Importance	Not Used
	Experience	20	
	Prior Work Performance	20	
	Capacity to Perform	20	
	Proposed Cost (required)	20	
	Experience with city-wide fire hydrant replacements	20	
	Other _____		
Send E Mail Response from Service Provider using form A 507	Name	Rick A. Schroder Chief Administrative Officer/ City Secretary	
	Address	rschroder@johnsoncitytx.org	

Texas Community Development Block Grant
Phase Two Solicitation for Administrative Services - 2020
Response from Service Provider (Optional Format)

Applicant Community:	City of Johnson City	Name of Firm Providing Proposal:	Grant Development Services, Inc
Fund Category:	CDBG 2021-2022	Firm Point of Contact:	Gandolf Burrus, President
Date Proposal Submitted:	12-18-2020	Total Proposed Cost:	Application \$2,400 Administration 11.5% of grant
Conflict of Interest: (identify any actual or potential conflict of interest that must be addressed)	<ul style="list-style-type: none"> • No employee, officer or agent of the Grant Recipient or Applicant/Service Provider shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. □ The following potential or actual conflict of interest must be addressed: <ul style="list-style-type: none"> ○ Owner or employee of the firm has a familial relationship with a local official, including the utility provider. ○ Owner or employee of the firm has financial interest in the utility provider intended to benefit from the project. ○ Other _____ 		
Cost Category		Proposed Fee	Self-Performed or Subcontracted
Pre-application Costs (not payable or reimbursable with TxCDBG funds)			
Preparation and submittal of grant application			Self
Basic Services (all grant administration contracts)			
Environmental review		20%	Self
Assistance in procurement process		5%	Self
Preparation and submittal of drawdown requests		15%	Self
Record keeping		15%	Self
Preparation and submittal of reports as required		5%	Self
Contract management		15%	Self
Preparation and submittal of close-out documents		5%	Self
Other Services (include only applicable services)			
Housing activities			n/a
OSSF activities			n/a
Acquisition of real property services			n/a
Labor standards		15%	Self
Other Fees			

List any other fees necessary to successfully complete a project (add rows as necessary).

none

Proposed Scope of Services

Check services proposed for the anticipated TxCDBG project (add rows as necessary).

Application Preparation Services

- Provide general advice and technical assistance in preparing the application in conformance with TxCDBG program requirements;
- Prepare beneficiary documentation in conformance with TxCDBG program requirements; and
- Ensure the completed application is submitted to TDA on or before the application deadline.

Basic Contract Implementation Services

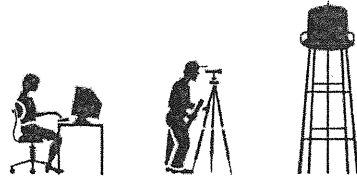
- Provide general advice and technical assistance on regulatory matters and implementing project activities included in the approved grant application in conformance with TxCDBG program requirements;
- Assist in the procurement process such as preparing notices and solicitation of bids for engineering, construction activities, or other grant-related services;
- Assist in meeting financial, administrative, and bookkeeping requirements of the TxCDBG program, including review of invoices received for payment, preparation of grant fund drawdown requests and retention of all pertinent records and documents sufficient to reflect all charges submitted;
- Assist in meeting record keeping requirements of the TxCDBG program, including the establishment and maintenance of an acceptable filing system;
- Assist in contract administration and monitoring requirements of the TxCDBG program, including enforcement of compliance requirements;
- Assist in the environmental review process for the proposed project, including preparing and submitting necessary documentation to the appropriate agency for clearance or approval, and preparing Request for Release of Funds and required certifications and submitting them to TDA;
- Assist in meeting all special condition requirements stipulated in the grant contract;
- Act as a liaison between the local government, construction contractors, and TDA to ensure an efficient, smoothly managed program;
- Monitor the work of authorized contractors and subcontractors.
- Furnish necessary forms and submit all required reports as outlined in the grant contract;
- Prepare and submit any program amendments, including re-assessments of environmental clearances, as necessary during the duration of the project; and
- Prepare and coordinate the submission of appropriate documents for TxCDBG contract close-out and completion.
- Assist in developing, implementing and documenting new activities to affirmatively further fair housing during the grant term;

Assistance for Acquisition of Real Property : N/A

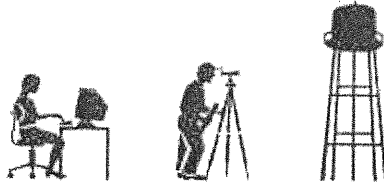
Compliance with federal Labor Standards

- Provide guidance regarding federal labor standards and assistance in meeting Davis-Bacon Act and related federal labor laws; and
- Serve as Labor Standards Officer for the project.

GRANT DEVELOPMENT SERVICES ADMINISTRATIVE MANAGEMENT PROPOSAL



GRANT DEVELOPMENT SERVICES



GRANT DEVELOPMENT SERVICES

December 18, 2020

Rhonda Stell, Mayor
Rick Schroder, Chief Administrative Officer
City of Johnson City
PO Box 369
Johnson City, Texas 78636

Re: Proposal for Professional Grant Writing and Grant Administration Services
for a Proposed FY2021/2022 Texas Community Block Grant Program
Water System Infrastructure Project

Dear Mayor Stell and Mr. Schroder:

Grant Development Services appreciates the opportunity to offer our services to the City of Johnson City to provide all Professional Services required for development and submission of a FY2021/2022 Texas Community Development Block Grant (CDBG) application for replacement of fire hydrants and, when it receives funding, provide professional administrative services to implement the grant funded construction.

GDS has been privileged to work for the City of Johnson City since the 1980s. During that time, GDS has secured and successfully administered more than 20 grants with a total grant amount of \$ 5.7 Million, including:

- Constructed your water towers
- Drilled your municipal wells
- Rehabilitated the wastewater treatment facility
- Constructed lift stations
- Expanded the parks system
- Provided first-time water and wastewater services
- Constructed sidewalks throughout downtown
- Installed a traffic light on Highway 290
- Installed wastewater and water lines in every section of the City, and
- Constructed 12 new units for the Public Housing Authority

Please see the list of the grants provided to Johnson City on page 4 of this letter.

We are also proud of our long record of clean grant close-out audits. A copy of our most recent clean audit notice was issued for the Danz Avenue Water Tank construction project #7218249. See correspondence from TDA Program Monitor Regina Collins dated December 15, 2020 following this letter.

1. Scope of Work

Our Scope of services includes all Professional Services required to develop and submit a Grant Application and if it receives funding, to provide all Administrative Services including but not limited to:

Grant application preparation and Submittal of final application to TDA

- Project Management
- Financial management
- Environmental Review
- Real property acquisition procedures under the Uniform Act, (if applicable)
- Construction Management
- Fair Housing/ Equal Opportunity and civil rights compliance
- Audit/Contract close out assistance

GDS proposes to accomplish the Scope of Work through two contracts with the City of Johnson City.

1. One Contract for Professional Grant Application Preparation Services.
2. One Contract for Grant Administration and Implementation Services.

The specific Application and Administration tasks that will be performed under each of the Contracts are detailed. Application tasks are detailed in the Contract Section labeled “Proposed Scope of Services”. Administration tasks are detailed in PART II.

2. Statement of Qualifications

Grant Development Services is a thirty-eight year-old company that has secured over \$84Million in municipal grants. We specialize in:

- Developing applications for grant funding
- Managing and administering grant funded construction projects to completion and securing clean close-out audits.

Our experienced Team is qualified to develop the proposed application and to administer ALL aspects of the scope of work for implementation of CDBG municipal construction grants.

Since its founding in 1984, GDS has administered 250 federal and state grants from inception to close out audit. The majority of the projects we manage are Sewer or Water System infrastructure construction improvements.

GDS’s main office is at 4801 S Congress Avenue in Austin, with a field office in rural Hays County.

Our team includes the following senior members:

- **Gandolf Burrus**
38 years’ experience managing state and federally funded construction grants with a specialty in Labor Standards, Section 504 and EEO compliance.
- **Katerina Rice Dittmore**
Former Executive Director of Habitat for Humanity in Austin with 27 years’ experience with grant writing and federal/state project administration.

- Latrice Hertzler
21 years' experience with securing environmental clearances. Additionally, she has 20 years at the TCEQ Permitting Division. Her firm, Futurelink Technologies is registered as a Certified Historically Underutilized Business.

2019 CDBG Certified Administrators:

We have attached proof that we are currently Certified Administrators of the TxCDBG program. GDS been certified since 2008, and has completed recertification annually
See attached GDS Training Certificates.

2020 SAM Debarment Verification:

We have also included documentation that the firm Grant Development Services and its President Jere Gandolf Burrus are not suspended or debarred in the Federal System for Award Management (SAM). SAM clearances for our environmentalist Latrice Hertzler, President of Future Link Technologies, are also included.
See attached SAM/ EPLS Clearance Certificate.

Affirmative Action:

See section labeled Affirmative Action Certificates for verification of DBE/ WBE / HUB registrations.

Grant Application Development and Administration Experience

The following is a list of the major programs for which GDS has provided successful administration services. A full list of the fully funded projects for which GDS has provided funding and implementation services is included in the Company Resume.
See attached Grant Development Services Experience/ Background resume'.

- Texas Department of Agriculture/ Office of Rural Affairs. Community Development Block Grants funds for the construction of Sewer and Water systems utilizing the bid-contract method, small purchase method, or the force account method.
- Texas Department of Transportation grants including CAMPO, STP-MM, ISTEAs, TEA, TEA-21, Category 7, Category 9 and Safe Routes to Schools (SRTS) Programs for sidewalk and pedestrian improvements programs.
- Texas Parks and Wildlife Department for parks, outdoor recreation, trails and boat launching facilities.
- Texas Department of Agriculture/ Office of Rural Affairs STEP Program for the construction of Sewer and Sewer system through Volunteer labor.
- Texas Department of Housing and Community Affairs HOME Partnership Program for the construction and rehabilitation of owner occupied and rental housing.
- Department of Commerce grants and/or low interest loans to companies seeking to create jobs by facility expansion or opening new facilities.
- Office of Community Oriented Policing Services (COPS) for hiring new Police Officers.
- Capital Area Council of Governments for Solid Waste and recycling grants.
- Killeen Temple Metropolitan Planning Organization for Category 7 and Category 9 Transportation Alternatives and SRTS Program grants

- Capital Area Metropolitan Planning Organization for Category 7 and Category 9 Transportation Alternatives and SRTS Program grants
- Economic Development Administration to create or retain private sector employment.
- Lower Colorado River Authority for recreation facilities.

LIST OF 22 GRANT-FUNDED PROJECTS WITH A VALUE OF \$5,703,837.00 THAT GDS HAS SECURED AND THEN ADMINISTERED FOR THE CITY OF JOHNSON CITY.

- Secured grant funding and administered CDBG grant: Construct new elevated water storage facility, pumps and connection to existing distribution system. (Grant One) Grant Amount: \$ 250,000
- Secured grant funding and administered CDBG grant: Construct new water distribution lines through downtown area and to the Public Housing Authority (Grant Two) Grant Amount \$ 250,000
- Secured grant funding and administered CDBG grant: Improved and first-time sewer services connecting downtown and the Public Housing Authority (Grant Three) Grant Amount \$ 250,000
- Secured grant funding and administered CDBG grant: Construct new municipal water well funded through the TDHCA (Grant Four). Grant Amount: \$ 250,000
- Secured grant funding and administered CDBG grant: Construct water distribution lines and First-time water services funded through the TDHCA (Grant Five). Grant Amount: \$ 250,000
- Secured grant funding and administered CDBG grant: Construct wastewater system improvements (Grant Six). Grant Amount: \$ 250,000
- Secured grant funding and administered CDBG Planning grant: City Master Plan for growth and development (Grant Seven) Grant Amount: \$ 28,000
- Secured grant funding: Purchase of firefighting apparatus for the Johnson City Volunteer Fire Department (Grant Eight) Grant Amount \$ 28,000
- Secured grant funding and administered HIF grant: Construct 12 new units of Public Housing for the Johnson City Public Housing Authority. (Grant Nine) Grant Amount \$ 603,000
- Secured grant funding and administered TEA grant: Construct hiking trails, traffic light, pedestrian bridge and restrooms (Grant 10) Grant Amount: \$ 709,333
- Secured grant funding and administered CDBG grant: Construct improved wastewater services in the Scofield neighborhood and trailer parks (Grant 11) Grant Amount \$ 250,000
- Secured grant funding and administered CDBG grant: Construct new lift stations in the Ramirez and Deer Creek neighborhoods (Grant 12) Grant Amount: \$ 250,000
- Secured grant funding and administered CDBG grant: Construct new water lines and fire hydrants in the Ramirez and Deer Creek neighborhoods (Grant 13) Grant Amount \$ 250,000
- Secured grant funding and administered CDBG grant: Construction of new collection lines and first-time sewer services along Avenue N. (Grant 14 727300) Grant Amount: \$ 250,000
- Secured grant funding and administered CDBG grant: Construct new main sewer collection line and improvements at Wastewater Treatment Plant (Grant 15) Grant Amount: \$ 250,000

- Secured grant funding and administered LCRA Partnership in Parks grant: Construct a children's playground (Grant 16) Grant Amount: \$ 25,000
- Secured grant funding and administered LCRA Partnership in Parks grant: Construct a recreation pavilion (Grant 17) Grant Amount: \$200,000
- Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project Grant Amount: \$ 10,000
- Secured grant funding and administered TxDOT SRTS Grant: To construct sidewalk and pedestrian facilities to serve area school children (Grant 18) Grant Amount: \$700,504
- Secured grant funding and administered CDBG grant: Construct new main sewer collection line and improvements at Wastewater Treatment Plant (Grant 19 713260) Grant Amount: \$275,000
- Secured grant funding and administering TPWD Park grant: Construction of park facilities including skate park, rainwater collection and gardens (Grant 20 54-000160) Grant Amount: \$ 75,000
- Secured grant funding and administered CDBG grant: Construct new municipal water tank and fire hydrants (Grant 21 7218249) Grant Amount: \$ 300,000

Resumes

We have included the resumes of the GDS team that will be engaged in developing the application and, if funded, providing professional grant administration services. Please see the attached Resumes.

3. Proposed cost of Services:

- **Application Preparation Services:** GDS is offering to provide all grant application services for the City of Johnson City CDBG grant application for a lump sum fee of **Two Thousand Four Hundred Dollars (\$2,400) with hard costs of \$500.00**
- **Professional Administration Services** GDS is offering to provide all grant administration services for the proposed City of Johnson City CDBG water infrastructure project if it receives a funding award for a lump sum fee of **Eleven and one Half per cent (11.5%) of the CDBG funds awarded. Our lump sum price includes environmental research and clearance.**
- We have attached separate sample contracts for both Grant preparation services and Grant administration services.

References

Long Term relationships: Please consider GDS' ability to develop and maintain successful long-term relationships with communities including the following current clients:


- City of Cottonwood Shores since 1990
- City of Carmine since 1995
- City of Malone since 2005
- City of Cresson since 2002
- City of Nolanville since 2013
- City of Walnut Springs since 1991
- City of Evant since 1993
- City of Itasca since 2004

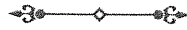
The following references are from communities where we have recently completed or have ongoing projects. Please feel free to contact any community where we have provided services for an evaluation of our ability to successfully secure grants then manage projects.

City of Evant Sterling Manning Mayor	254-471-3135	City of Nolanville Kara Escajeda City Manager	254-698-6093
City of Cottonwood Shores Karrie Cummings City Grant Coordinator	830-693-3830	City of Malone Molly Hopson City Secretary	254-533-2261
Harris County WCID #96 Bret Sileo Board President	713-223-3936	Fort Bend Co MUD#131 Jennifer Jacobs Board President	281-236-1643

We look forward to the opportunity to work with the City of Johnson City for preparation of a successful CDBG application and then administering the project to a successful completion, close-out and audit.

We appreciate the opportunity to offer our services.

Signature	
Printed Name	Jere Gandolf Burrus, President
Company Name	Grant Development Services Inc
Address	PO Box 33043 Austin Texas 78764
Phone	512-707-0455 Office / 512-560-4477 Mobile



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

December 15, 2020

The Honorable Rhonda Stell
Mayor, City of Johnson City
PO Box 369
Johnson City, TX 78636-0369

RE: Texas Community Development Block Grant (TxCDBG)
Contract No. 7218249
Acceptance of Certified Self-Monitoring – Administratively Complete

Dear Mayor Stell:

Thank you for participating in the Texas Department of Agriculture's (TDA) self-monitoring review. Program Monitoring staff have reviewed the City's certified checklists for the self-monitoring review for completeness and to confirm that any self-reported findings have been satisfactorily addressed. In addition, TDA concurrently conducted a desk review of financial management records to ensure that grant funds were properly administered for eligible project costs, and any findings and concerns have been resolved. Therefore, TDA has accepted the self-monitoring review results as certified.

Additionally, TDA compliance staff has reviewed the closeout-completion reports submitted and determined that these documents demonstrate overall compliance with federal and contractual requirements. Therefore, this contract is administratively complete, subject to the right to recover funds or questioned costs based upon the findings of the Single Audit and final review by the U. S. Department of Housing and Urban Development (HUD).

The Texas Department of Agriculture - Office of Rural Affairs is pleased to participate in serving the beneficiaries of this project. If you have any questions, please contact me at (512) 936-6747 or by email at Regina.Collins@TexasAgriculture.gov.

Sincerely,

Regina Collins

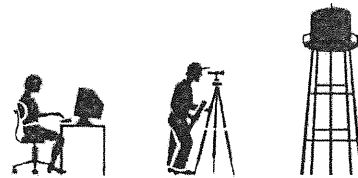
Regina Collins, Program Monitor
TxCDBG Program

RC/RC/rc

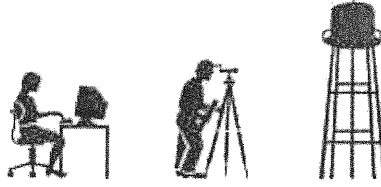
Enclosure: Self-Monitoring Review Certification

cc: Katerina Dittimore, Grant Development Services
Carlissa Miller, TxCDBG Contract Specialist, TDA
Sonia Hernandez, TxCDBG Contract Specialist, TDA

GRANT DEVELOPMENT SERVICES EXPERIENCE / BACKGROUND



GRANT DEVELOPMENT SERVICES



GRANT DEVELOPMENT SERVICES

Celebrating Our 38th successful year

Grant Development Services, Inc. (GDS) is a professional firm with 38 years of experience in the professional design of applications to compete for grants, and in the successful grant management and administration of those funds secured. Since the Company's founding as RGS Associates in 1983, under the leadership of JGandolf Burrus, GDS has secured and administered over \$84 Million in grant funds from a wide variety of sources. GDS has provided administration services to communities ranging in size from Irving, Temple and Austin to small communities such as Carmine (Population 230) and Covington (population 211). Most of our clients are small rural communities with small populations.

The services provided by GDS include both:

- (1) providing funding by identifying funding sources for which they may compete with a reasonable expectation of success; design of the application to meet the specific scoring criteria of the funding agency
- (2) providing professional grant management and administration of funded projects. Our projects are professionally managed with the goal of completing on time and under budget.

Once grant funding has been secured, GDS works closely with recipients to provide all administrative services required to implement and document the grant-funded construction. Administering construction contracts being accomplished by (1) General contractor secured through bid, (2) volunteer labor and/or (3) combinations of the two.

GDS has professionally managed and administered more than 257 State and Federally funded construction projects.

The following is a list of the major programs for which GDS provides application and administration services: The strength of GDS is its diverse ability to successfully develop applications for a very wide range of funding sources including the following sixteen grant sources:

1. Community Development Block Grant funds to construct water storage and distribution systems and wastewater collection and treatment systems
2. Community Development Block Grant- Disaster Recovery funds to construct water systems and wastewater systems damage following disaster declarations
3. USDA loans and grants for water and wastewater system construction
4. FEMA Hazard Mitigation Grant Program – funds to address reduction or elimination of long-term risks from natural disasters.
5. Texas Water Development Board for loans and grants for water and wastewater systems
6. Community Development Block Grant Downtown Revitalization Program funds to construct pedestrian and transportation improvements

7. Safe Routes to Schools Program TxDOT funds to construct pedestrian and transportation improvements for use by school children
8. Community Development Block Grant Main Street Program funds to construct pedestrian and transportation improvements
9. Capital Fund Infrastructure Program funds for water and sewer lines/facilities, and road/street improvements related to expansion or new business development
10. Self Help (STEP) Program funds to construct water and sewer system through Volunteer labor.
11. Parks: Outdoor recreation, Indoor recreation, and Trails Grant funds to construct or improve recreational facilities;
12. ISTEA, TEA and TEA-21 TxDOT Programs funds for the development of safe transportation improvements
13. HOME Partnership Program funds to construct/ rehabilitate owner occupied and rental housing;
14. Texas Department of Agriculture Capital Fund grants and/or low interest loans funds for new construction of or expansion of facilities to companies seeking to create jobs;
15. Fire Protection Program grants and/or low interest loans to purchase firefighting equipment and training; and Community Oriented Policing (COPS) grants from the Department of Justice
16. Economic Development Administration funds to create or retain private sector employment;

GDS has successfully developed working relationships with clients as well as with funding agencies. The program funds which GDS regularly accesses are provided through the following agencies.

- Texas Water Development Board
- Texas Department of Agriculture
- Texas Department of Agriculture's Office of Rural Affairs
- Capital Area Metropolitan Planning Organization
- State Commission on Fire Protection
- Killeen Temple Metropolitan Planning Organization
- Texas Department of Transportation
- Texas Parks and Wildlife Department
- Texas Commission on Environmental Quality
- Williamson County Grant Program
- Lower Colorado River Authority
- Texas Department of Housing and Community Affairs

We also have assisted communities in establishing Enterprise Zones, Enterprise Zone Designated Project Certifications, Tax Abatement Zones, and in securing funding from private grant foundations.

It is our intention to provide your city the highest level of professional service at a reasonable cost.

The following projects have been funded by Grant Development Services.

City of Alvord

Secured grant funding and administered CDBG grant: Construct a new elevated water tower and improvements to the water distribution system. Grant Amount \$ 250,000

City of Beavercreek

Secured grant funding: Purchase of Firefighting equipment including SCBA's and Bunker suits. Grant Amount: \$ 14,500

City of Bellmead

Secured grant funding and administered Downtown Revitalization grant: Construct sidewalk improvements in the downtown area (710142) Grant Amount: \$ 150,000

Secured grant funding and administered CDBG grant: Replacement of residential water meters and first-time service (713029) Grant Amount \$ 275,000

City of Belton

Economic Development Assistance enabling Continental Belton Inc. to retain fifty full-time employees funded through the Texas Department of Commerce

Secured grant funding and administered TxDOT Oil Overcharge grant: Construction of park and ride facility Grant Amount: \$ 75,000

Secured grant funding and administered CDBG grant: Construction of First-time wastewater services and collection system improvements Grant Amount \$ 250,000

Secured grant funding: Purchase of new EMS Unit Board Grant Amount: \$ 45,000

Secured grant funding for Safe Routes to School (SRTS) Planning study Grant Amount \$ \$ 10,000

Secured grant funding and administered CDBG grant: Construct / Replace Miller Heights Sewer Interceptor line (GR729889) Grant Amount \$ 250,000

Secured grant funding for TEA grant: Construct extension of the Nolan Creek Pedestrian and Bike Trail Grant Amount: \$1,835,661

Secured grant funding and administered SRTS grant: Construct sidewalk and traffic safety improvements for use by schoolchildren. Grant Amount: \$ 666,400

Blanco County

Intermodal Surface Transportation Enhancement Act funding for the restoration of the Blanco County Courthouse (A nationally registered historic site) through the Texas Department of Transportation ISTEPA Program Grant Amount: \$ 120,000

Secured grant funding and administered CDBG Urgent Need/ Disaster grant: Complete repair of low water crossing damaged in flood. Grant Amount \$ 112,677

City of Blum

Secured grant funding and administered CDBG grant: Constructed improvements to Wastewater Treatment Plant and Collection System Grant Amount \$ 250,000

City of Burnet

Administered TEA Grant: sidewalk construction grant to connect the railroad depot, County Courthouse and River. Grant Amount \$ 325,000

Secured HIF grant funding to construct the infrastructure required for water, sewer, streets, and lots for a subdivision of 24 single family residences Grant Amount \$ 500,000

City of Cameron

Tax Abatement: Economic Development Financing to assist in funding the construction of the Winnie L Care Facility, a 90 Bed Care Facility funded by the Texas Dept of Commerce (Grant No. One) Grant Amount: \$ 350,000

Tax Abatement: Design and Creation of a City-wide State of Texas Enterprise Zone (EZ058-022190-C), approved by the Department of Commerce

Tax Abatement: Design and Creation of City Revolving Loan Fund for the capture of project income from Department of Commerce funded economic development projects to be used for local economic development activities.

Secured Urban Development Action Grant (Certification)

Secured Meadows Foundation Grant to establish a Head Start Facility and Program (in cooperation with the Milam County Commissioner's Court) (Grant No. Two) Grant Amount: \$ 130,000

Secured grant funding and administered CDBG grant: Constructed improvements to the water distribution system to areas served by public housing (Grant No. Three) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Constructed improvements to the water distribution system to serve surrounding schools and hospital (Grant No. Four 725129) Grant Amount \$ 250,000

Secured grant funding and administered Recreation grant: Construct a swimming pool and other recreation facilities (Grant No. Five) Grant Amount \$ 500,000

Secured grant funding: Purchase of new firefighting unit (Grant No. Six) Grant Amount: \$ 42,000

Tax Abatement: Certification of Butler-Weldments Corporation and of Cam-Col Nursing Home Partnership as Certified Enterprise Zone Projects for the purpose of receiving refunds of State Sales Tax and reductions of State Franchise Taxes. Secured Tax Abatement package from City of Cameron, Cameron Independent School District, and Milam County Commissioner's Court for John C. Culpepper

Secured grant funding and administered CDBG grant: Construction of Street and Drainage Improvements ((Grant No. Seven 722099) Grant Amount \$ 236,600

City of Cameron (continued)

Secured grant funding and administered CDBG grant: Construction of First-time sewer service connections. ((Grant No. Eight 718099) Grant Amount \$ 188,665

Secured grant funding and administered TEA- 21 grant: Construct hiking trails, sidewalks, and restroom facilities. (Grant No. Nine) Grant Amount \$1,245,000

Secured grant funding and administered CDBG grant: Construct improvements at City's Water Treatment Plant (Grant No. 10 729099) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Replacement/ upgrade of city's residential water meter system (Grant No. 11 713060) Grant Amount \$ 275,000

City of Carmine

Secured grant funding and administered CDBG grant: Construct a new water well and elevated storage facility (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services, sewer lift station, and water distribution lines. (Grant No. Two 715889) Grant Amount \$ 170,000

Secured grant funding and administered HOME grant: Rehabilitation of Owner-Occupied Homes (Grant No. Three) Grant Amount: \$ 200,000

Secured supplemental Loan for sewer construction through Community Resources Group. (Grant No. Four) Loan Amount: \$ 85,000

Secured grant funding and administered CDBG grant: Construct improvements to the water system. (Grant No. Five) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the water distribution system. (Grant No. Six) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the wastewater treatment facility and construction of first-time sewer services. (Grant No. Seven 728079) Grant Amount \$ 250,000

Secured CDBG grant funding to construct improvements to the water storage and distribution system. (Grant No. Eight 7214071) Grant Amount \$ 275,000

Secured grant funding and administered 2018 CDBG grant: Construct improvements to the water tower and water pipeline installation with fire hydrants. (Grant No. Nine 7218051) Grant Amount \$ 300,000

Community of Chilton (through Falls County)

Secured grant funding and administered CDBG grant: Rehabilitation of existing sewage treatment facility and construction of first-time sewer Grant Amount \$ 250,000

Secured financial support from the Ford Foundation / Community Resource Group for the provision of first-time wastewater services. Grant / Loan Amount \$ 70,000

Secured second loan/financial support from the Ford Foundation / Community Resource Group for the provision of first-time wastewater services. Loan Amount: \$ 60,000

Secured grant funding: Purchase of a new firefighting personal safety gear (Bunker Suits and Air Packs) Grant Amount \$ 23,000

Community of China Spring (through McLennan County)
 Secured grant funding and administered CDBG Urgent Need grant: Construct/ Replace the failed single source of water supply Grant Amount: \$ 350,000

Secured grant funding: Purchase of a new firefighting personal safety gear: Bunker Suits and Air Packs Grant Amount: \$ 31,000

City of Cleburne
 Secured grant funding: Purchase of a new Class A Pump Truck for the Fire Department Grant Amount: \$ 46,000

Secured grant funding and administered CDBG grant: Construction of water and sewer lines to provide first-time services Grant Amount \$ 250,000

Secured grant funding and administered ISTEA grant: Construct/ restore an abandoned historic Post Office Building for adaptive reuse as a City Hall. Grant Amount: \$200,000

City of Copperas Cove
 Economic Development assistance to Cove Nursery and Landscaping through the Governor's Small Business Assistance Fund and the Texas Department of Commerce

Administered CDBG grant: Construct improved sewer collection lines in a low-income target area. Grant Amount \$ 250,000

Secured Indoor Recreation grant funding for indoor swimming pool and other recreation facilities Grant Amount \$ 416,000

Secured grant funding for CDBG Grant: Construct water improvements in a low-income target area Grant Amount: \$250,000

Provided professional planning services to complete community plan for Safe Routes to School project

Secured grant funding and administered CDBG Grant: Construct water improvements in a low-income target area (712409) Grant Amount: \$ 87,308

City of Cottonwood Shores
 Secured grant funding and administered CDBG Planning grant: Completion of Municipal Comprehensive Plan (Grant No. One) Grant Amount: \$ 28,000

Secured grant funding and administered CDBG grant: Construct improvements to the water system. (Grant No. Two) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Disaster grant: Construct improvements to street system damaged by flooding. (Grant No. Three) Grant Amount \$ 200,280

City of Cottonwood Shores (continued)

Secured grant funding and administered CDBG grant: Construct improvements to the water distribution system and water system standpipe. (Grant No. Four) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the water distribution system in a low-income target area. (Grant No. Five 725080) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the sewer system including rehabilitation of all city lift stations (Grant No. Six 728060) Grant Amount \$ 250,000

Secured grant funding and administered STEP grant: Construct improvements utilizing volunteer labor to the water plant and intake system (Grant No. Seven) Grant Amount \$ 170,633

Secured grant funding for CDBG grant: Construct improvements to the water treatment system and water Clearwell tank. (Grant No. Eight 710139) Grant Amount \$ 250,000

Secured grant funding for STEP grant: Construct improvements utilizing volunteer labor to the water plant and intake system (Grant No. Nine 711036) Grant Amount \$ 300,000

Secured grant funding and administered TPWD Recreation grant: Construct recreational facilities utilizing volunteer labor (Grant No. 10) Grant Amount \$ 500,000

Secured grant funding and administered LCRA Partnerships in Parks grant: Construct recreational facilities utilizing volunteer labor (Grant No. 11) Grant Amount \$ 200,000

Secured grant funding and administered for TPWD Boat ramp grant: Construct boat ramp facilities utilizing volunteer labor (Grant No. 12) Grant Amount \$ 142,170

Administered CDBG grant: Construct improvements to the municipal water treatment system including upgrade of backwash system (Grant No. 13 713109) Grant Amount \$ 275,000

Secured grant funding and administered 2017 CDBG grant: Construct new water treatment system in partnership with Texas Water Development Board Loan (Grant No. 14 7217080)
Grant Amount \$ 300,000 Total Combined Project \$ 1,129,000

Secured grant funding and administering 2020 CDBG grant: Construct improvements to the wastewater system with new lift station. (Grant No. Eight 7220109) Grant Amount \$ 300,000

City of Covington

Secured grant funding and administered CDBG grant: Construction of Municipal Water Well, and transmission lines (Grant No. One) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construction of transfer facilities to shift the City of Covington from ground water to surface water (Grant No. Two) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct a new elevated storage facility (Grant No. Three) Grant Amount: \$ 250,000



City of Covington (continued)

Secured grant funding and administered CDBG grant: Construct a second municipal water well and connect to the existing system (Grant No. Four) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct pressure pumps and other improvements (Grant No. Five) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct improvements to the wastewater treatment facility (Grant No. Six 727140) Grant Amount: \$ 250,000

Provided professional planning services to complete community plan for Safe Routes to School project

Secured grant funding for SRTS Grant: to construct sidewalk and pedestrian facilities to serve area school children (Grant No. Seven) Grant Amount: \$ 350,125

City of Creedmoor

Secured grant funding and administered Recreation Grant: Construct recreation facilities Grant Amount: \$ 400,000

City of Cresson

Secured grant funding and administered CDBG grant: Construct a new water well and first-time services (726141) Grant Amount: \$250,000

Secured grant funding and administered CDBG grant: Construct water storage facility, water distribution lines and first-time service (710889GR) Grant Amount: \$350,000

Secured grant funding and administered CDBG Grant: Construct water pipeline improvements in "Old Town" (7214100) Grant Amount: \$ 275,000

Secured grant funding and administered 2018 CDBG grant: Construct new water tower for newly acquired water system (7218101) Grant Amount \$ 275,000

Secured 2019 grant funding and administering TPWD grant: Construct municipal park. Grant Amount \$ 500,000

Chisholm Trail Heritage Museum, Cuero Texas

Secured "Feasibility and sustainability" study grant from the Economic Development Administration for the proposed museum facility. Grant Amount \$ 30,000

Secured grant funding and administered EDA grant: Rehabilitation and expansion of the CTHM museum facility. Grant Amount \$1,000,000

City of Cuero

Secured grant funding and administered Downtown Revitalization grant: Construct sidewalk improvements in the downtown area (711222) Grant Amount: \$ 150,000

Secured grant funding and administered second Downtown Revitalization grant: Construct sidewalk improvements in the downtown area (719132) Grant Amount: \$ 150,000

City of Deanville

Secured grant funding: Purchase of Firefighting equipment Grant Amount \$ 13,500

City of Dripping Springs

Secured grant funding and administered CDBG grant: Construct first-time sewer services in the North Forty Neighborhood (Grant No. One) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services in the Ramirez Neighborhood (Grant No. Two) Grant Amount: \$ 250,000

Secured funding from the Hays County Park Bond program for the purchase of 64 acres of the Harrison property as parkland. (Grant No. Three) Grant Amount \$ 775,000

Secured grant funding for TPWD Recreational Facilities grant: To construct outdoor recreational facilities at Harrison Park (Grant No. Four) Grant Amount: \$ 500,000

Secured grant funding and administered TxDOT STM PP CAMPO Grant: Construction of Pedestrian and traffic safety improvements through Downtown Mercer Street Historic District (Grant No. Five) Grant Amount: \$ 599,054

Secured grant funding and administered 2015 CDBG grant: Construct water system improvements in the North Forty Neighborhood (Grant No. Six 7215129) Grant Amount \$ 270,000

Secured grant funding for 2017 TxDOT Transportation Alternatives Set-Aside Program Grant: Pedestrian safety improvements including pedestrian bridge along Sportsplex Drive (Grant No. Seven 0914-33-079) Grant Amount: \$ 325,155

Secured grant funding for 2018 TxDOT CAMPO Grant: Comprehensive Transportation Planning Grant: Corridor of US Highway 290 and RM 12 and Center Study of US Highway 290 at Mercer Street. (Grant No. Eight) Grant Amount: \$ 360,000

Secured 2020 grant funding from the Texas Department of Transportation for Transportation Alternatives funding for sidewalks, pedestrian bridges, intersection improvements and bicycle lanes along Rob Shelton Blvd. Grant Amount \$1,150,116

Secured 2020 grant funding from the Texas Department of Transportation for Transportation Alternatives funding for sidewalks, safety buffers, shared use paths and safe crossing areas connecting the High School campus with the Middle School on US 290 Grant Amount \$1,670,084

City of Elgin

Administered 2014 TDA Capital Fund Main Street grant: Construction of sidewalks and ramps located in Historic Downtown District (7214372) Grant Amount: \$ 150,000

Administered 2015 CDBG grant: Construction of water improvements to serve target area. (7215151) Grant Amount: \$ 275,000

City of Evant

Secured grant funding and administered CDBG grant: Construction of Sewage Treatment Facility and collection lines (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered HOME Grant: Rehabilitation of Owner-Occupied Homes (Grant No. Two) Grant Amount: \$ 200,000

Secured grant funding: Purchase of Firefighting equipment (Grant No. Four) Grant Amount \$ 31,000

Secured grant funding and administered CDBG grant: Construction of extensions to the wastewater collection system and First-time wastewater services (Grant No. Three) Grant Amount: \$ 250,000

Secured grant funding: Purchase of Bunker Suits and other personal protective equipment (Grant No. Five) Grant Amount \$ 18,500

Secured grant funding and administered CDBG grant: Construction of improvements to the wastewater collection system and First-time wastewater services (Grant No. Six). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of reverse osmosis treatment facility (Grant No. Seven). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of extensions to the water system and new municipal water well (Grant No. Eight) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of standpipe to expand water system capacity (Grant No. Nine 723279) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of blending tanks for water plant and additional onsite storage capacity (Grant No. 10 725301) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Rehabilitation of Reverse Osmosis plant and upgrade of pressure pumps (Grant No. 11 727159) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construction of extensions to the water system (Grant No. 12 7214159) Grant Amount: \$ 275,000

Secured grant funding and administering 2018 CDBG grant: Construction of improvements to existing wastewater treatment plant (Grant No.13 7218141) Grant Amount: \$ 275,000

Fort Bend Municipal Utility District No. 131

Secured grant funding and administering 2018 TPWD Non-Urban Outdoor Recreation grant funding for Southern Colony Recreation Center Park Project
Grant Amount \$ 500,000 Total Project \$1,162,750

City of Giddings

Tax Abatement: Design and Implementation of Reinvestment Zone Policy and Establishing Committee for Purposes of Granting Tax Abatements.

Tax Abatement: Secured 100% for 5 years. Tax Abatement for Nutrena Feeds Inc.



City of Giddings (continued)

Secured grant funding and administered Recreational Facilities grant funding: To Support Major Expansion of the City Park (swimming pool, soccer fields, equipment) Grant Amount: \$ 230,000

Secured grant funding and administered CDBG grant: Construct improvements to expand wastewater collection capacity by installing 15" collection lines Grant Amount: \$ 250,000

City of Granbury

Secured grant funding & administered grant for new Water and Sewer services Grant Amt: \$ 250,000

City of Granite Shoals

Secured grant funding and administered CDBG grant: Construct water distribution lines and replace defective connections in the Sweetbriar neighborhood (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct improved water distribution lines and first-time water services. (Grant No. Two) Grant Amount \$250,000

Secured grant funding and administered CDBG grant: Construct water distribution lines for 110 homes and First-time services in the area. (Grant No. Three) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG Urgent Need grant: Construct/ removal and replacement of a failed standpipe (Grant No. Four) Grant Amount \$ 95,000

Secured grant funding and administered CDBG grant: Construct extensions to the water collection system and First-time water services along Bluebonnet Street (Grant No. Five). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct extensions to the water distribution lines and First-time water services in the Bluebriar area (Grant No. Six 724331) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution system lines and First-time water services in the Sunset Woods neighborhood (Grant No. Seven 725351) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution system lines and First-time water services in the Presidents Area (Grant No. Eight 728169) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water system improvements and new Water Clearwell Tank (Grant No. Nine 710279) Grant Amount \$ 250,000

Secured TPWD grant funding and administered Recreation Trails grant funding for new walking trails Grant No. 10 RT011-009) Grant Amount \$ 73,120

Secured TPWD grant funding and administered Outdoor Recreation grant funding for Quarry Park (Grant No. 11 48-00-1119) Grant Amount \$100,000

City of Granite Shoals (continued)

Secured grant funding for CDBG Grant: water tower improvements (Grant No. 12 713199)
Grant Amount \$ 275,000

Secured grant funding and administering Outdoor Recreation Grant for Recreation Center
(Grant No. 13 50-00484) Grant Amount \$500,000

City of Gustine

Secured grant funding and administered CDBG grant: Construct a new water well
and first-time services (727181) Grant Amount \$ 250,000

City of Harker Heights

Economic Development assistance to R.K. Bass Incorporated through the Governor's Small Business
Assistance Fund and the Texas Department of Commerce. Grant Amount: \$ 180,000

Harris County Water Control Improvements District No. 96

Secured grant funding and administered 2017 TPWD Non-Urban Outdoor Recreation grant funding
for Fall Creek Sports Complex Park Grant Amount \$ 500,000 Total Project \$2,403,126

City of Iredell

Administered CDBG grant: Construct a new water well and water tank Grant Amount \$ 250,000

City of Itasca

Secured grant funding and administered CDBG grant: Construct new sewer collection lines (726281)
Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater Treatment Plant
Improvements (710351) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater Treatment Plant
Improvements and replace sewer pipeline (7241230) Grant Amount \$ 275,000

Secured grant funding and administering 2018 CDBG grant: Construct new Water Storage Tank, and
pump station (7218239) Grant Amount \$ 300,000

City of Jarrell

*The following CDBG projects were completed utilizing CDBG and TWDB Funds: 2004-2007

Secured grant funding and administered CDBG grant: Engineering studies required to construct new
wastewater treatment facility and collection system (2004 Grant No. One) Grant Amount \$ 100,000

Secured grant funding and administered CDBG grant: Engineering studies plus construction of
wastewater collection system connections (2005 Grant No. Two) Grant Amount \$ 234,332

Secured grant funding and administered CDBG grant: Construct 77 first-time sewer services and
wastewater treatment facility improvements (2006 Grant No. Three) Grant Amount \$ 290,000

Secured grant funding and administered CDBG grant: Construct 13 first-time sewer services and
wastewater treatment facility improvements (2007 Grant No. Four) Grant Amount \$ 131,563

City of Jarrell (continued)

TWDB Fund Clean Water State Revolving – Disadvantaged Communities Assisted City in preparation of an application for TWDB funds for construction of a first –time wastewater treatment facility. Provided financial management and documentation of the uses of TWDB and other funds and all reporting requirements. (2004 TWDB Loan No. One) TOTAL PROJECT \$7,895,000

TWDB Fund Clean Water State Revolving – Disadvantaged Communities: Assisted City in preparation of application for TWDB funds for wastewater system improvements to finance wastewater system improvements. This supporting effort provided the additional funds required to complete the wastewater system by constructing collection lines and first-time wastewater services. (2008 TWDB Loan No. Two) TOTAL PROJECT \$1,520,000

Secured grant funding and administered CDBG grant: Engineering studies for new Water Distribution System (2008 Grant No. Five) Grant Amount \$200,000

Secured grant funding and administered CDBG grant: Construct Sewer Lift Stations (2008 Grant No. Six) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct 45 first-time sewer services and improvements to the wastewater treatment facility (2009 Grant No. Seven) Grant Amount \$ 297,772

Secured grant funding and administered CDBG grant: first-time sewer services and wastewater treatment facility improvements (2010 Grant No. Eight) Grant Amount \$ 366,000

Secured grant funding and administered CDBG grant: first-time water services and main water distribution pipeline (2011 Grant No. Nine) Grant Amount \$ 287,450

City of Johnson City

Secured grant funding and administered CDBG grant: Construct new elevated water storage facility, pumps and connection to existing distribution system. (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct new water distribution lines through downtown area and to the Public Housing Authority (Grant No. Two) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct improved sewer services and first-time sewer services connecting downtown and the Public Housing Authority (Grant No. Three) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct new municipal water well funded through the TDHCA (Grant No. Four). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution lines and First-time water services funded through the TDHCA (Grant No. Five). Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct wastewater system improvements (Grant No. Six). Grant Amount: \$ 250,000

City of Johnson City (continued)

Secured grant funding and administered CDBG Planning grant: City Master Plan for growth and development (Grant No. Seven) Grant Amount: \$ 28,000

Secured grant funding: Purchase of firefighting apparatus for the Johnson City Volunteer Fire Department (Grant No. Eight) Grant Amount \$ 28,000

Secured grant funding and administered HIF grant: Construct 12 new units of Public Housing for the Johnson City Public Housing Authority. (Grant No. Nine) Grant Amount \$ 603,000

Secured grant funding and administered TEA grant: Construct hiking trails, traffic crossing light, pedestrian bridge and restrooms (Grant No. 10) Grant Amount: \$ 709,333

Secured grant funding and administered CDBG grant: Construct improved wastewater services in the Scofield neighborhood and trailer parks (Grant No. 11) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct new lift stations in the Ramirez and Deer Creek neighborhoods (Grant No. 12) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct new water lines and fire hydrants in the Ramirez and Deer Creek neighborhoods (Grant No. 13) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construction of new collection lines and first-time sewer services along Avenue N. (Grant No. 14 727300) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct new main sewer collection line and improvements at Wastewater Treatment Plant (Grant No.15) Grant Amount: \$ 250,000

Secured grant funding and administered LCRA Partnership in Parks grant: Construct a children's playground (Grant No. 16) Grant Amount: \$ 25,000

Secured grant funding and administered LCRA Partnership in Parks grant: Construct a recreation pavilion (Grant No. 17) Grant Amount: \$ 200,000

Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project Grant Amount: \$10,000

Secured grant funding and administered TxDOT SRTS Grant: To construct sidewalk and pedestrian facilities to serve area school children (Grant No. 18) Grant Amount: \$ 700,504

Secured grant funding and administered CDBG grant: Construct new main sewer collection line and improvements at Wastewater Treatment Plant (Grant No. 19 713260) Grant Amount: \$ 275,000

Secured grant funding and administered TPWD Park grant: Construction of recreation facilities including skate park, rainwater collection and landscaping gardens (Grant No. 20 54-000160) Grant Amount: \$ 75,000

Secured grant funding and administering CDBG grant: Construct new municipal water tank and fire hydrants (Grant No. 21 7218249) Grant Amount: \$ 300,000

Community of Kingsland

Secured grant funding and administered CDBG Grant: Constructed new water distribution pipeline and new residential connections. Grant Amount \$ 250,000

Secured grant funding for STEP Grant: To construct new water system distribution pipeline and new residential connections. Grant Amount \$ 350,000

Community of Kennedy Ridge Water Supply Corporation

Coordinated with Texas Water Development Board in the implementation of these Kennedy Ridge WSC projects, specifically regarding the transmission of wastewater to Hornsby Bend Water Supply treatment facility

Secured grant funding and administered STEP Grant: Construct improvements to a failed water system in the Kennedy Ridge Urban Colonia Area utilizing volunteer labor (719056) Grant Amount \$ 350,000

Secured grant funding and administered STEP Grant: Construct improvements to a failed water system in the Kennedy Ridge Urban Colonia Area utilizing volunteer labor (721026) Grant Amount \$ 350,000

Secured grant funding and administered STEP Grant: Construct improvements to wastewater system in the Kennedy Ridge Urban Colonia Area utilizing volunteer labor (722156) Grant Amount \$ 350,000

City of Kyle

Administered TCEQ Watershed Protection Plan (WPP) Grant which includes Low-Impact Development (LID) for the wastewater treatment facility. The project provides LID best management practices, infrastructure, outreach and education. The project is being implemented in coordination with the new wastewater treatment plant and operations center. (582-17-70360) Grant Amount: \$ 132,215

City of Lago Vista

Secured grant funding for 2017 CAMPO / TxDOT TAP grant: Construction of transportation improvements including ADA compliant sidewalks and traffic calming devices at Lago Vista Middle School (Grant No. 0914-04-301) Grant Amount: \$ 465,371

Secured TPWD grant funding for 2017 City Park: Construction of recreational improvements including open space, softball, playground and trails. (Grant No. 50-000486) Grant Amount: \$ 500,000

City of Lavon

Secured grant funding for Purchase of Firefighting equipment to establish new fire department (First funding). Grant Amount: \$ 28,000

Secured grant funding Purchase of Attack Truck for Forest Service Foam Unit (Second funding). Grant Amount: \$ 37,000

City of Liberty Hill

Secured grant funding and administered CDBG grant: Engineering studies for construction of WWTP facility and first-time sewer services (Grant No. One) Grant Amount: \$ 125,000

Secured grant funding and administered CDBG grant: Engineering studies plus construction of 7 first-time sewer services and WWTP improvements (Grant No. Two) Grant Amount \$ 125,000

Secured grant funding and administered CDBG grant: Construct 22 first-time sewer services and a WWTP improvements (Grant No. Three) Grant Amount \$ 200,000

Secured grant funding and administered CDBG grant: Construct 20 first-time sewer services and WWTP improvements (Grant No. Four) Grant Amount \$ 125,805

Secured grant funding and administered CDBG grant: Construct first-time sewer services and WWTP improvements (Grant No. Five) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services and wastewater pipelines (Grant No. Six) Grant Amount \$ 253,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services and a wastewater pipeline (Grant No. Seven) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct 2 new water wells and connection to water system (Grant No. Eight) Grant Amount \$ 250,000

Secured first State Tribal and Allocation Grant (STAG earmark) for the wastewater system (Grant No. Nine) Grant Amount \$ 350,000

Secured second State Tribal and Allocation Grant (STAG earmark) for the wastewater system (Grant No. 10) Grant Amount \$ 350,000

City of Lipan

Secured grant funding and administered CDBG grant: Construct new water well and water storage facilities (7104701) Grant Amount \$ 350,000

City of Llano

Secured grant funding and administered CDBG grant: Construct sewer system collection lines and reconnections (Grant No. One 725531) Grant Amount: \$ 250,000

Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project

Secured TxDOT SRTS grant funding: To construction sidewalk improvements for use by school children. (Grant No. Two) Grant Amount \$ 225,777

Secured grant funding and administered CDBG Main Street grant: Construct sidewalk and street improvements (Grant No. Three 724202) Grant Amount \$ 150,000

Secured grant funding and administered CDBG Main Street grant: Construct sidewalk and street improvements (Grant No. Four 728012) Grant Amount: \$150,000

City of Llano (continued)

Secured grant funding for CDBG grant: Construct water line improvements in a target area
(2010 Grant No. Five 710819) Grant Amount: \$250,000

Secured grant funding for CDBG grant: Construct water line improvements in a target area
(2011 Grant No. Six 711309) Grant Amount: \$275,000

City of Lockhart

Secured grant funding and administering 2018 TCEQ Watershed Protection Plan Grant which includes Low-Impact Development (LID) best management practices to reduce stormwater runoff and bacteria contamination of Town Branch Creek. Project involves volunteer coordination, outreach and education. (TCEQ No 582-18-80212) Grant Amount: \$242,359

Secured grant funding and administering 2019 CDBG Grant for construction of an 18” main water distribution line with fire hydrants. (Grant No 7219231) Grant Amount: \$300,000

City of Lorena

Secured State Tribal and Allocation Grant (STAG earmark) grant funding construction of wastewater system improvements Grant Amount \$ 350,000

City of Lott

Secured grant funding and administered CDBG grant: Construct Street and Drainage System Improvements utilizing city staff (force account labor) (Grant No. One). Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct First-time Street Construction. (Grant No. Two). Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater treatment facility improvements. (Grant No. Three). Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct elevated 110,000 gallons Water storage facility and distribution improvements (Grant No. Four) Grant Amount \$ 250,000

Secured grant funding: Purchase of new First Response/Attack Truck (Grant No. Five) Grant Amount \$ 48,000

City of Malone

Secured grant funding and administered CDBG Grant: Construct new standpipe for water system (723509) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG Grant: Construct cooling system for standpipe, water distribution pipeline and fire hydrants (726389) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG Grant: Construct improvements at the WWTP including new wastewater discharge pipeline (713311) Grant Amount: \$ 275,000

TWDB Fund Drinking Water State Revolving –Administered forgivable loan funds for replacement of residential water meters and water pipeline (62668) Grant Amount: \$ 179,000

Secured grant funding and administering 2020 CDBG Grant: Construct improvements at the water system including main transmission pipeline (7220289) Grant Amount: \$ 300,000



City of Manor

Secured grant funding for THC feasibility study for restoring the Chamberlain House
Grant Amount \$ 30,000

City of Marble Falls

Secured grant funding and administered CDBG Grant: Construct First-time Water services, Sewer improvements and Street Construction
Grant Amount: \$ 250,000

Secured grant funding for Development of Comprehensive Municipal Planning Study including Parks Master Plan.
Grant Amount: \$ 28,000

Secured grant funding and administered CDBG Disaster Relief Grant: Construct/ replace two bridges destroyed by a tornado.
Grant Amount \$ 350,000

Secured grant funding and administered ISTEAGrant: Construct a series of hike and bike trails to connect the river with major municipal parks
Grant Amount \$ 180,000

City of Nevada

Secured grant funding for Firefighting equipment and Bunker Suits
Grant Amount: \$ 18,500

Secured grant funding: Purchase of additional Firefighting equipment: Air Packs
Grant Amount: \$ 13,200

City of Nolanville

Secured grant funding and administered CDBG Community Enhancement Program grant to construct a new Community Center (2016 Grant No. One 7215048)
Grant Amount: \$350,000

Secured grant funding and administered TxDOT TAP/ SRTS pedestrian safety improvements including new sidewalks, traffic calming and bus stop at elementary school (2016 Grant No. Two 0909-36-159)
Grant Amount: \$ 481,270

Secured grant funding and administered KTMO / TxDOT Category 7 grant to construct a traffic safety improvement including sidewalks, bust stops, park and ride lot in downtown Nolanville (2016 Grant No. Three 2057-01-009)
Grant Amount: \$ 450,309

Secured grant funding and administered TPWD Small Communities grant to construct improvements at City Park including pavilion, rainwater retention, playground splashpad, sunshade, and trails. (2016 Grant No. Four 54-000155)
Grant Amount: \$ 75,000

Secured grant funding and administering TPWD Non-Urban Outdoor Recreation grant to construct improvements at City Park including football field. Basketball/volleyball court, skatepark and trails. (2017 Grant No. Five 50-00499)
Grant Amount: \$ 321,060

Providing grant administration services for a KTMO/TXDOT sidewalk and bicycle pathways for Avenue H (Grant No Six)
Grant Amount: \$ 1,558,802

Secured grant funding and administering TPWD Recreation grant to construct improvements at Monarch Park including restroom and trails. (Grant No. Seven)
Grant Amount: \$ 150,000

Community of Northridge Acres Water Supply Corporation (location: Travis & Williamson Counties)
 Participated in 6 party agreement to fund construction of new water system. Funding provided by 5
 funds. Texas Water Development Board loan, Texas Water Development Board Grant, Williamson
 county CDBG entitlement Program, Travis County CDBG Program and Office of Rural
 Community Activities (2005 CDBG Grant) TOTAL PROJECT \$2,083,333.00*

The following CDBG Project were completed utilizing CDBG and TWDB Funds

Secured grant funding and administered Non-Border Colonia grant: Provide emergency construction
 improvements to low income residents of Northridge Acres dependent upon a failed water system
 (Grant 725085) Grant Amount \$ 250,000

Secured grant funding and administered Williamson County CDBG Grant: Construct water
 improvements to low income residents of Northridge Acres dependent upon a failed water system
 (2005 Wilco CDBG Grant) Grant Amount \$ 150,000

City of Palacios

Secured grant funding and administered CDBG Urgent Need Grant: Construct/ replace failed
 sewage Lift Station Grant Amount \$ 350,000

Secured TxDOT Oil Overcharge Program grant funding: Construction of Park and Ride Facility
 Grant Amount \$ 190,000

Secured grant funding: Purchase of Firefighting equipment, SCBA's and cascade air filling system.
 Grant Amount: \$ 23,190

City of Patton Village

Secured grant funding and administering CDBG grant: Construct improvements to existing water
 purchase in partnership with USDA (7215369) Total Project Amount: \$ 420,000

City of Rockdale

Secured grant funding: Purchase of a new Rescue Vehicle Grant Amount: \$ 46,700

City of Rogers

Secured grant funding and administered CDBG grant: Construct wastewater treatment
 facility improvements and collection system (Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct expansion of the wastewater
 collection system with new 15" mains and lift stations (Grant No. Two) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct a new elevated water
 storage facility (Grant No. Three) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution line system
 improvements along Market and Alvin Ailey Streets (Grant No. Four) Grant Amount \$ 250,000

Secured grant funding and administered CDBG grant: Construct water distribution line system
 improvements along Prairie Street (Grant No. Five) Grant Amount: \$ 250,000

City of Rogers (continued)

Secured grant funding and administered CDBG grant: Construct water distribution line system improvements along Rogers Cemetery Road Grant No. Six) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services along FM2184 (Grant No. Seven 726549) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct first-time sewer services along West Mesquite Avenue (Grant No. Eight 728359) Grant Amount: \$ 250,000

Secured grant funding and administered Recreation grant: Construct recreation facilities utilizing a combination of contract and volunteer labor (Grant No. Nine) Grant Amount \$ 500,000

Secured grant funding and administered CDBG grant: Construct sewer collection lines and upgrade Wastewater Treatment Plant Facilities (Grant No. 10 729701) Grant Amount: \$ 250,000

City of Temple

Secured grant funding and administered ISTEA grant: Restoration of the Santa Fe Railroad Depot (A nationally registered historic site) Grant Amount \$2,600,000

Secured grant funding and administered TEA-21 grant: Construct hiking trails and Welcome Center and restrooms Grant Amount \$1,520,000

Secured grant funding and administered TEA-21 grant: Restoration of historic gardens surrounding the historic Santa Fe Depot Grant Amount: \$ 974,000

City of Tolar

Secured grant funding and administered CDBG grant: Construct a new municipal water well and distribution facilities. (1996 Grant No. One) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct a new elevated water storage facility (1999 Grant No. Two) Grant Amount: \$ 250,000

Secured grant funding and administered HIF grant: Construct water, sewer, streets systems of a new affordable housing subdivision of 24 single family residences (1999 Grant No. Three) Grant Amount \$ 400,000

Secured grant funding and administered CDBG grant: Construct sewer system improvements (Grant No. Four 723811) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct/ drill a new municipal water well and water system improvements (Grant No. Five 726649) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct Wastewater Treatment Plant and sewer collection system improvements (Grant No. Six 727470) Grant Amount: \$ 250,000

Secured grant funding and administered CDBG grant: Construct new municipal water well and connection to municipal water system (Grant No. Seven 713461) Grant Amount: \$ 275,000

Travis County

Administered FEMA grant to buy and demolish 26 residences in the Onion Creek Flood plain
Grant Amount \$ 92,975

City of Troy

Secured grant funding and administered CDBG Grant: Construct/ Replace main sewer collection line
(728431) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Construct/ Replace main sewer collection line
and replace leaking sewer yard lines (712370) Grant Amount \$ 275,000

City of Valley Mills

Secured grant funding and administered CDBG Grant: Construct a main water distribution line along
State Hwy 6 (Grant No. One 726671) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Construct / replace sewer collection lines and a
lift station in the Live Oak neighborhood (Grant No. Two 727490) Grant Amount \$ 250,000

Provided professional planning services to complete community plan for Safe Routes to School
(SRTS) project

Secured grant funding and administered TxDOT SRTS Grant: To construct sidewalk and pedestrian
facilities to serve area school children (Grant No. Three) Grant Amount: \$ 597,443

Secured grant funding and administered CDBG Grant: Construct a new water storage facility
(Grant No. Four 713481) Grant Amount \$ 275,000

Secured grant funding and administered TPWD Small Communities Park grant: Construction of
recreation facilities including trail, RV pads, pavilion, rainwater collection and gardens
(2016 Grant No. Five 50-000155) Grant Amount: \$ 75,000

City of Walnut Springs

Secured grant funding and administered CDBG Grant: Constructed water system improvements
and new residential connections. (Grant No. One) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed a new municipal water well
and residential connections. (Grant No. Two) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Construct a new ground storage water
facility. (Grant No. Three) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed a new standpipe.
(Grant No. Four) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed a main water distribution line
(Grant No. Five 727499) Grant Amount \$ 250,000

Secured grant funding and administered 2017 CDBG Grant: Constructed a main water distribution
line (Grant No. Six 7217490) Grant Amount \$ 250,000

City of Walnut Springs (continued)

Provided professional planning services to complete community plan for Safe Routes to School (SRTS) project

Secured grant funding and administered SRTS Grant: Constructed sidewalk and pedestrian facilities to serve area school children (Grant No. Seven) Grant Amount \$ 579,000

Secured grant funding and administered CDBG Grant: Constructed water distribution line improvements (Grant No. Eight 729949GR) Grant Amount \$ 250,000

Secured grant funding and administered CDBG Grant: Constructed improvements to the city Wastewater Treatment System (Grant No. Nine 713501) Grant Amount \$ 275,000

Secured grant funding and administered CDBG grant funding to replace defective water distribution lines and add SCADA to the water system (Grant No.10 7217490) Grant Amount \$ 300,000

Community of Westphalia

Secured financial support from the Ford Foundation / Community Resource Group to construct a 0.02 MGD wastewater treatment facility.

Special Projects:

City of Austin

Secured grant funding and administered City-wide study: System for the treatment and delivery of "greywater" for industrial and agricultural uses. Completed ten-year Master Plan (with the Engineering Firms of CH2M Hill and Jones & Neuse)

City of Giddings:

Secured Conversion/Substitution Certification through the Texas Parks & Wildlife Department to drill a new primary water well within the permanently dedicated parklands boundaries of the City Park

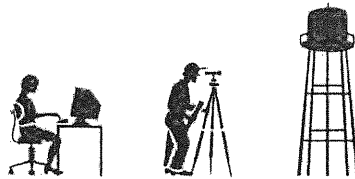
City of Marble Falls:

Secured Conversion/Substitution Certification through Texas Parks and Wildlife Department to allow the construction of a parking, restaurant and concession area within the permanently dedicated parklands boundaries of the City's Riverfront Park. Constructed new boat launching ramps and expanded City Park

City of Palacios:

Secured Conversion/Substitution Certification through Texas Parks and Wildlife Department to allow construction of a new parking facility within the permanently dedicated parklands boundaries of the City's Railroad Park.

RESUMES



GRANT DEVELOPMENT SERVICES

J Gandolf Burrus
Katerina R Dittemore
Latrice Hertzler

PROFESSIONAL RESUME OF JERE GANDOLF BURRUS

FIELDS OF SPECIALIZATION:

Gandolf Burrus is a professional manager of Federal and State funded grant construction projects with over 38 years successful experience. He has administered over 250 construction projects for a wide variety of Agencies including:

- Texas Department of Transportation
- Texas Water Development Board
- Office of Rural Affairs
- US Economic Development Administration
- Texas Department of Agriculture
- Texas Department of Housing and Community Affairs
- Travis County Grant Program
- Williamson County Grants Program
- Lower Colorado River Authority
- Texas Parks and Wildlife Department

Gandolf Burrus key strength is the ability to provide grant and construction administration that fully meets the particular requirements of each different funding agency.

PROFESSIONAL EXPERIENCE:

CONSULTANT

GRANT DEVELOPMENT SERVICES (founded in 1996)

1994- Present President

As president, Gandolf Burrus has supervised the administration and construction of over 175 Federally Funded construction projects

In addition to providing general administrative control of projects, Gandolf Burrus has served as Labor Standards Officer, Section 504 Officer, and Disadvantaged Business Compliance Officer for:

- | | | |
|---------------------|------------------|---------------------|
| • Blanco County | • Granite Shoals | • Rogers |
| • Cameron | • Gustine | • Tolar |
| • Carmine | • Itasca | • Travis County |
| • Covington | • Johnson City | • Valley Mills |
| • Cottonwood Shores | • Malone | • Walnut Springs |
| • Cresson | • Marble Falls | • Williamson County |
| • Dripping Springs | • Llano | |
| • Evant | • Llano County | |

TxDOT Experience

Gandolf Burrus also has significant experience in administering grants and construction for the Texas Department of Transportation Grant Programs including:

- TxDOT Oil Overcharge Program
- City of Cleburne \$800,000 to restore a historic post office for use as City Hall
- TxDOT Park and Ride
- City of Palacios \$420,000 for a Park and Ride facility
- TxDOT ISTEPA Program

- Blanco County \$120,000 to replace the roof on the historic courthouse
- City of Marble Falls \$200,000 for Hike and Bike Trails
- City of Temple \$2,100,000 to restore the Santa Fe Depot
- TxDOT TEA
- City of Temple \$3,200,000 downtown landscaping and historic street
- City of Temple \$975,000 to landscape the Santa Fe Depot
- TxDOT TEA-21
- City of Cameron \$1,062,522 for lighted hiking trails, sidewalks and restrooms
- City of Johnson City \$545,000 for Pedestrian crosswalks, lighted hiking trails, bridge construction and expansion of restrooms
- TxDOT Safe Routes to Schools (SRTS)
- City of Walnut Springs \$498,000 for sidewalks , crosswalks, and a pedestrian bridge over Steele Creek

CONSULTANT

R.G.S. ASSOCIATES, MUNICIPAL SPECIALIST (founded in 1983)

1983 - 1994 President

- Co-founder of consulting firm
- Manager of Commercial Development and Construction activities
- Supervised the funding and management of federal and state construction projects
- Coordinated with TxDOT, TDHCA, ORCA, EDA, TDA, TPWD

PROGRAM DIRECTOR

DIVISION OF MANAGEMENT TRAINING

UNIVERSITY OF TEXAS AT AUSTIN

1980- 1983

- Director, Office of Personnel Services and Employee Relations

EDUCATION

Bachelor of Science with High Honors, University of Texas at Austin 1969

Master of Arts, University of Texas at Austin 1976

Certifications:

- Office of Rural Community Affairs CDBG Administrator Annual Certification
- TxDOT Local Government Project Procedures Qualification
- TxDOT Federal Disadvantaged Business Enterprise Program
- Tx Dept Agriculture Office of Rural Affairs CDBG Administrator Annual Certification
- TxDOT Design for Pedestrian Access Certification

MILITARY SERVICE

Honorable Discharge, United States Navy Reserve 1964

PROFESSIONAL RESUME OF KATERINA RICE DITTEMORE

FIELDS OF SPECIALIZATION:

- Organizational leadership in the private, public and not for profit sectors
- Knowledge of computer applications: accounting & database management
- Ability to effectively present and express written information
- Knowledge of financial management and administration
- 16 years grant project management
- 9 years Real Estate Lending and Management
- 4 1/2 years Not for Profit Management
- Capacity to operate autonomously; to delegate authority
- Change Agent, Negotiator, & Team Builder

PROFESSIONAL EXPERIENCE:

CONSULTANT

Grant Development Services, Inc

1995-current 20 years

Rural Community Development Consultant

Senior Partner: Chief Financial Officer

- Responsible for project management for federally funded construction grants
- Design and Project Application funding for local municipal infrastructure projects
- Portfolio includes water, wastewater, sidewalks, housing, historic preservation, parks
- Design Federal Enterprise Zones, Reinvestment Zones
- Negotiation of public/private partnerships, municipal tax abatements
- Current portfolio of \$5 Million in 17 federally funded projects
- Diverse funding sources including TDRA, TPWD, TxDOT, TDOC, private foundations

EXECUTIVE DIRECTOR/CHIEF FINANCIAL OFFICER

Habitat for Humanity of San Antonio, Inc.

Austin Habitat for Humanity, Inc.

1990-1995 4 1/2 years

- Transformed organization from a negative cash flow to positive cash flow position
- Responsible for bringing in new partners and funding sources
- Designed & implemented house sponsorship program as engine for growth
- Redesigned operations from isolationism to openness to community partnerships

- 2 1/2 years Tax Exempt Housing Finance
- Senior Management: Single Family Program Manager
- Management of low interest mortgage loan and tax credit program: \$400 Million
- Design and execution of bond program development: bonds, lender agreements
- Development of training materials; training of agency staff & lenders statewide
- Also served in the capacity of Planning & Development Officer; Executive Assistant

PROGRAM MANAGER

TEXAS HOUSING AGENCY

CURRENTLY Texas Department of Housing and Community Affairs

1985-1990 5 years

- Management & disbursement of Federal Funds: \$4 Million
- Development and implementation of Small Properties Improvement Program
- Restructuring of the Housing Apartment Improvement Program
- Additional responsibilities: Community liaison, underwriting, close out & layout

CITY OF HOUSTON

Department of Planning and Development

1984

- 9 months HUD Rental Rehabilitation Program: Program Coordinator
- Negotiation of public/private partnership: \$ 2.8 Million private fund reinvestment

MORTGAGE BANKER

COMMONWEALTH MORTGAGE CORP- Houston

LUMBERMENS INVESTMENT CORP- Austin

1981 - 1984 - 3 1/2 years

- Secondary Market Manager
- Management of tax-exempt housing bond issue allocations in 12 states
- Management of national secondary market agreements
- Conference coordinator/ liaison
- Development of training materials; training of corporate staff
- Knowledge: loan underwriting, loan production, and secondary marketing

EDUCATION:

University of Texas at Austin

Bachelor Degree: Marketing/ International Business- December 1983
Upper Division GPA: 3.45

Certifications:

- Office of Rural Community Affairs CDBG Administrator Annual Certification
- TxDOT Local Government Project Procedures Qualification
- TxDOT Federal Disadvantaged Business Enterprise Program
- Tx Dept Agriculture Office of Rural Affairs CDBG Administrator Annual Certification
- TxDOT Design for Pedestrian Access Certification

PROFESSIONAL RESUME OF LATRICE HERTZLER

FIELDS OF SPECIALIZATION:

- Environmental consultant and experience with and knowledge of state and local requirements regarding environmental (waste water and air programs) permitting requirements and regulations.
- Legislative and environmental regulatory process experience. Work with public interest groups and environmental councils to facilitate negotiation and development of state laws and regulations. Act as liaison between client and regulatory agent to address, capture and support environmental regulatory requirements.
- Successful delivery of environmental process review and integration. Director level management of professional and technical personnel.

PROFESSIONAL EXPERIENCE:

CONSULTANT

FUTURE LINK TECHNOLOGIES, INC. (founded in 2002)

- Provide environmental consulting and assistance for waste, water, and air regulatory authorizations (state and federal permitting), enforcement matters, planning and advocacy. Familiar with applicable Federal and State regulations and requirements. Stay abreast of latest regulatory and statutory proposals and changes. Provide broad range of consulting and business development services for environmental companies and technology companies.
- Work with client to effectively manage new and/or renewal of environmental permit/registrations, including steps to address compliance history, public notice and input, administrative and technical reviews. Perform phase 1 and 2 environmental assessments.
- Provide assistance with strategic planning and grant proposal development for environmental and other public affairs issues - includes site assessments, impact statements, market assessments, public hearings, input and comment, and annual reporting.
- Perform rule and legislative analysis and interpretation for clients regarding environmental policy or regulatory matters. Attend, document and regularly report to clients regarding stakeholder and public meetings, applicable bills and attend legislative hearings. Some recent regulatory examples include: State Implementation Plan (SIP) HRVOC, MACT standards, air standard permits and permits by rule, compliance history, MACT Standards, Air emissions regulations, Cattle and Animal Feeding Operations (CAFO), Wastewater treatment (TPDES & NPDES), MSW rules and regulations, Site Operating Plans, Recycling, and CINWL regulations.
- Develop and implement marketing strategy for small businesses. Develop and recommend solutions for technology challenges to best meet business (environmental) requirements. Provide training and technical assistance.
- Use project management and resource balancing for accurate tracking and billing. See Projects.

DIRECTOR/MANAGER (Executive Assistant)

OFFICE OF PERMITTING, REMEDIATION & REGISTRATION (OPRR) TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), Austin

01/97-01/99 –Office of Waste

01/99 – 03/02 – Office of Permitting

- Working for Deputy Director at executive level, actively assisted in the overall management of waste, water, wastewater, air and remediation authorizations (and related programs) including overlapping enforcement and planning matters.
- Worked closely with program staff and management to gather and monitor evolving business requirements for Agency permitting/registration programs facilitating process changes where necessary. Worked on special projects regarding improvement of permit timeframes, data management, compliance history, annual reporting, fee collection, financial assurance, auditing, and other policy or regulatory driven matters. Agency committee and workgroup representative for a variety of special legislative and policy efforts.

- Performed Agency strategic planning activities to develop, integrate and maintain standardization of environmental programs and applicable technologies. Developed, negotiated and maintained a well-rounded strategic approach toward environmental permitting across media.
- Worked closely with and reported to legislative budget board and other oversight authorities to assure adherence to legislative mandates and law for air, water and waste matters. Met and presented regularly to executive level management. Participated in rule development, notice, review and implementation.

MANAGER

MUNICIPAL SOLID WASTE DIVISION (MSW)

Texas Natural Resource Conservation Commission (TNRCC), Austin

12/95 - 01/99

12/95 – 03/98 – MSW Program Manager

03/98-01/99 – Acting Director for MSW

- Program Manager and Acting Director for Texas MSW permitting (and registrations) and recycling programs. Management and hands-on experience with MSW permitting (major and minor amendments), closed landfill inventory, used oil/filter registrations, batteries, tire generators/transporters, landfill reclamation, medical waste, sludge transporters and generators, and other MSW authorizations.
- Worked with legislature and various public interest groups to promote agency goals of preserving human health and the environment. Presented to the commission and executive management regarding various MSW issues. Attended hearings and provided support for testifying on Agency behalf. Worked on extensive special assignments to address bifurcated permitting, HB 801 (contested case hearing), land use, landfill buffer requirements, fees, and planning.
- Managed \$24 million dollar program budget (fee collections and expenditures). Administered \$5 Million Grant Program for MSW and recycling, Tires and Used Oil/Filter grants. Successfully managed million-dollar contracts and associated budgets.
- Participated in and managed Agency processes for MSW rule development, outreach, and media campaigns. Worked with various interested parties to deliver a comprehensive package for Commission Agendas.

TEAM LEADER/STAFF

MUNICIPAL SOLID WASTE DIVISION (MSW)

TNRCC/Texas Health Department, Austin, TX

01/91 - 01/95

- 03/93-10/95 - Team Leader for Logistical Support, Administration and Permitting. Provided technical assistance and support to staff regarding various technology solutions for the management of MSW permits and registrations. Managed \$2 million program budget.
- Participated in Agency wide strategic planning initiatives. Served on agency committees and workgroups to develop requirements regarding MSW process and policy matters.
- 01/91-03/93 – Technical Support – Participated in the development of processes for managing MSW authorizations including tracking authorizations, fee collection program, rule development and reporting. Worked with permits and registration staff to appropriately track and manage MSW databases. Interfaced regularly with Agency technology department.

EDUCATION:

TEXAS STATE UNIVERSITY: San Marcos, TX

Master of Public Administration- December 1990

Bachelor Degree – July 1986

PROJECTS:

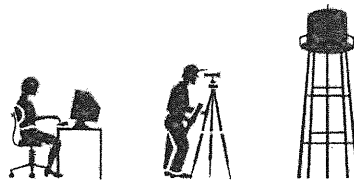
Municipal Solid Waste other Waste Projects

- Austin Independent School District & City of Austin, Texas – Closed and abandoned landfill Subchapter T permit.
- TCEQ – Consultant/project liaison to facilitate the development and implementation of
- City of Bartlett, Texas – Consulting for closed landfill groundwater contamination enforcement matter.
- City of Holland, Texas – Wastewater treatment plant permit renewal.
- Compliance History – Assessment of impact of new rules for four large corporations and associations.
- Waste Management, Inc. - Environmental regulatory assistance. Legislative coordinator.
- John Hall Public Affairs - Environmental regulatory assistance. Legislative liaison.
- Edwards Aquifer Authority – In-depth investigation and review of potential contributing sources of contamination within the contributing zone. Review for potential sites impacted by regulatory changes and proposals to facilitate effective outreach.
- City of Burnet, Texas –
 - Site assessment and project management. Developed and presented strategic plan to State and Federal Agencies for City to receive funding for community Veterans Home.
 - Waste transfer station permit renewal
 - Wastewater Treatment Plant Permit renewal
- Municipal Solid Waste – Site Operating Plans, 30 TAC 330 rule rewrite, recycling, pollution prevention, EMS, standard air permit.
- SIP- State Implementation Plan - assessment and impact of rule changes to air requirements for landfills.

Environmental assessment and review for cities and review of proposed environmental upgrades for city public utilities

- City of Valley Mills
- City of Walnut Springs
- City of Gustine
- City of Evant
- City of Copperas cove
- City of Tolar
- City of Johnson City
- City of Dripping Springs - Environmental Assessment and environmental review for public parks project.
- City of Cameron – Grant Application for Flood Protection Planning Study Grant.
- City of Jarrell, Texas – Domestic Wastewater Treatment Plant Environmental Assessment – Phase I & II

GDS TRAINING CERTIFICATES



GRANT DEVELOPMENT SERVICES

J G a n d o l f B u r r u s
K a t e r i n a R D i t t e m o r e



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Gandolf Burrus

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation September 2019 Webinar

And is certified to Administer TxCDBG contracts.

Awarded on September 23, 2019

Suzanne Barnard, Director for Community Development Block Grant Program

Expires October 2020



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Katerina Dittmore

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation September 2019 Webinar

And is certified to Administer TxCDBG contracts.

Awarded on September 23, 2019

Suzanne Barnard, Director for Community Development Block Grant Program

Expires October 2020



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Gandolf Burrus

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation 2018 Workshop/Webinar

and is certified to Administer TxCDBG contracts.

Awarded on September 10, 2018

Suzanne Barnard Director for Community Development Block Grant Program



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Katerina Dittimore

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation 2018 Workshop/Webinar
and is certified to Administer TxCDBG contracts.

Awarded on September 10, 2018

Suzanne Barnard Director for Community Development Block Grant Program



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Gandolf Burrus

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Workshop

And is certified to Administer TxCDBG contracts.

Awarded this 14th day of July 2017

Suzanne Barnard Director for Community Development Block Grant Program



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Katerina Dittimore

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Workshop

And is certified to Administer TxCDBG contracts.

Awarded this 14th day of July 2017

Suzanne Barnard Director for Community Development Block Grant Program



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

AWARDED TO

Gandolf Burrus

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Workshop

And is certified to Administer TxCDBG contracts.

Awarded this 6th day of July 2016

Suzanne Barnard Director for Community Development Block Grant Program



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

AWARDED TO

Katerina Dittmore

This is to certify that the above named individual has completed the

Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Workshop

And is certified to Administer TxCDBG contracts.

Awarded this 6th day of July 2016

Suzanne Barnard Director for Community Development Block Grant Program

Division for Enterprise Development

Public Works Institute

certifies that

Gandolf Burrus

has successfully completed

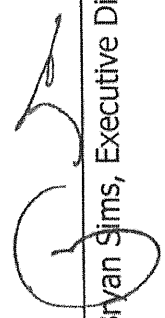
Local Government Project Procedures Qualification

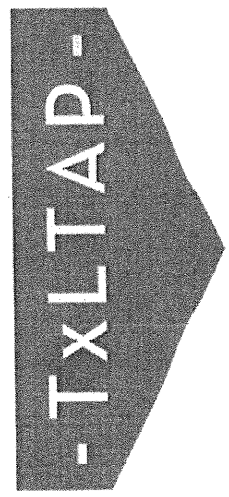
#74445

Austin , TX
January 7-8, 2020
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after
the completion of the class.


David Hearnberger -Instructor


Bryan Sims, Executive Director



TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System



Jere G. Burrus

has successfully completed

Local Government Project Procedures Qualification for the Texas Department of Transportation

12 Hours

January 16 - 17, 2013

Continuing Education Units Earned 1.20

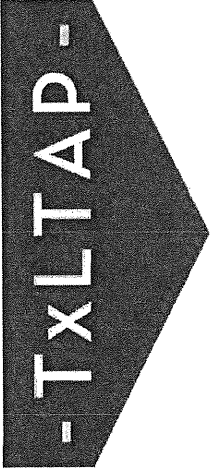
Gary F. Sefa, Director
Texas Engineering Extension Service

EU TAP230 007T

TEEX ID: 1184182

Ron Peddy, Division Director
Infrastructure Training and Safety Institute

State Board for Educator Certification #500132



University of Texas at Arlington

Public Works Institute certifies that

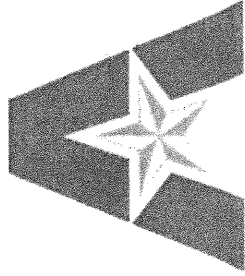
Gandolf L. Burrus

has successfully completed

Local Government Project Procedures Qualification #51627

San Antonio, TX
August 3-4, 2016
Training Hours: 12.00
CEUs: 1.200

Certificate expires 3 years after
the completion of the class.

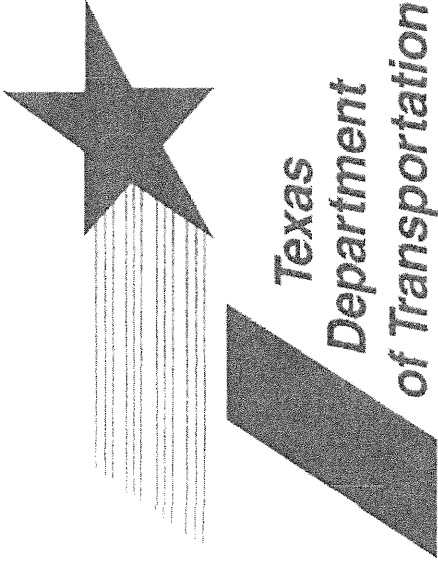


Kenneth Seiler

Kenneth Seiler - Instructor

Bryan Sims

Bryan Sims, Executive Director



CERTIFICATE OF TRAINING

Awarded to

Gandolf Burrus

in recognition of participation in

Local Govrnmt Proj Procedures

Presented By

TEEX - ITSI

On

January 17, 2013

Phil Carlson
Executive Director

Contact Hours: 12.00
Continuing Education Units 0.00

UNIVERSITY OF TEXAS



ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Katerina R. Dittimore

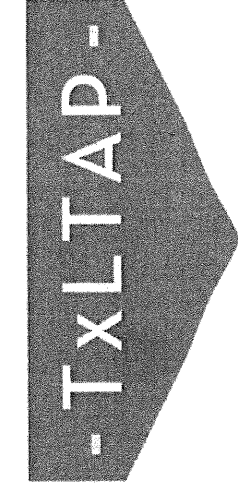
has successfully completed

Local Government Project Procedures Qualification

#74445

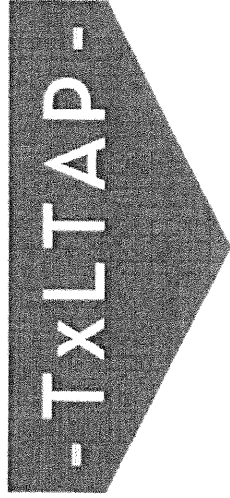
Austin , TX
January 7-8, 2020
Training Hours:12.00
CEUs: 1.200

Certificate expires 3 years after
the completion of the class.



David W. Hearnberger
David Hearnberger -Instructor

Bryan Sims
Bryan Sims, Executive Director



University of Texas at Arlington

Public Works Institute certifies that

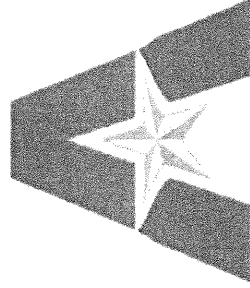
Katerina R. Dittimore

has successfully completed

Local Government Project Procedures Qualification #51623

Austin, TX
July 12-13, 2016
Training Hours: 12.00
CEUs: 1.200

Certificate expires 3 years after
the completion of the class.




Kenneth Seiler -Instructor


Bryan Sims, Executive Director

Certificate of Completion

Presented to:

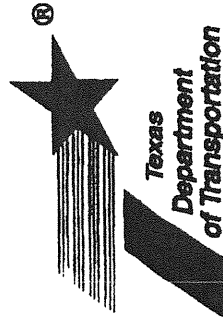
Katerina Dittmore

Design & Construction for Pedestrian Access (DES 122)

Course CEU: 0.4

January 29, 2013

Waco, Texas



Peter B. Krause

Peter B. Krause, RLA
Instructor

29 Jan 2013

Date



CERTIFICATE OF TRAINING

Awarded to

Katerina R. Dittmore

in recognition of participation in

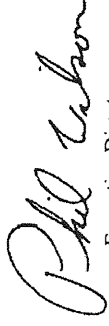
Local Government Proj Procedures

Presented By

TEEX - ITSI

On

January 17, 2013


Executive Director

Contact Hours: 12.00
Continuing Education Units 0.00

TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System



Katerina R. Dittmore

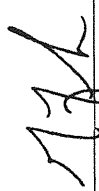
has successfully completed

Local Government Project Procedures Qualification for the Texas Department of Transportation


12 Hours

January 16 - 17, 2013

Continuing Education Units Earned 1.20



Gary F. Seta, Director
Texas Engineering Extension Service
TEEX ID: 0949060



Ron Peddy, Division Director
Infrastructure Training and Safety Institute
State Board for Educator Certification #500132

UNIVERSITY OF TEXAS



ARLINGTON

Division for Enterprise Development

Public Works Institute

certifies that

Latrice Hertzler

has successfully completed

Local Government Project Procedures Qualification

#74445

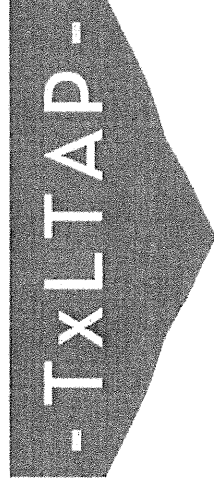
Austin, TX

January 7-8, 2020

Training Hours: 12.00

CEUs: 1.200

Certificate expires 3 years after
the completion of the class.

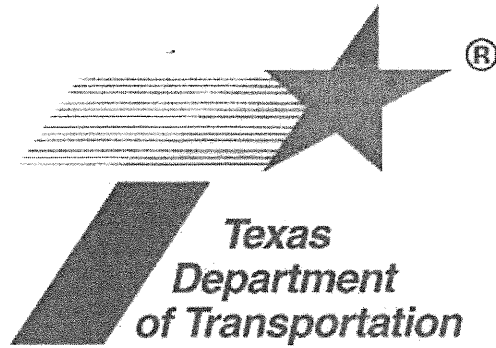


A handwritten signature in cursive script, reading 'David W. Hearnberger'.

David Hearnberger -Instructor

A handwritten signature in cursive script, reading 'Bryan Sims'.

Bryan Sims, Executive Director



Certificate of Completion

This certifies that

Latrice Hertzler

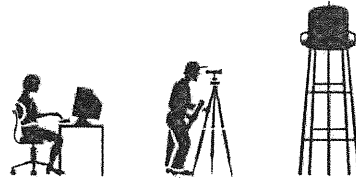
has successfully completed
**TxDOT Environmental Process
for Local Governments
ENV429**

Completion Date: Jan 8, 2020

Class Duration: 4 Hours

Provided By: Texas Department of Transportation 125 East
11th Street, Riverside, Austin, TX, 78701

SAM/ EPLS CLEARANCE CERTIFICATE



GRANT DEVELOPMENT SERVICES

Grant Development Services is not debarred or
suspended from the Excluded Parties List System
(EPLS) in the System for Award Management
(SAM)

SAM Search Results
List of records matching your search for :

Search Term : GRANT DEVELOPMENT SERVICES INC*
Record Status: Active

ENTITY	GRANT DEVELOPMENT SERVICES INC	Status: Active
DUNS: 016856446	+4:	CAGE Code: 859N2 DoDAAC:
Expiration Date: 07/15/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 14511 ECHO BLF		
City: AUSTIN	State/Province: TEXAS	
ZIP Code: 78737-9107	Country: UNITED STATES	

SAM Search Results
List of records matching your search for :

Search Term : Jere Gandolf Burrus*
Record Status: Active

No Search Results

SAM Search Results
List of records matching your search for :

Search Term : Future Link Technologies Inc*
Record Status: Active

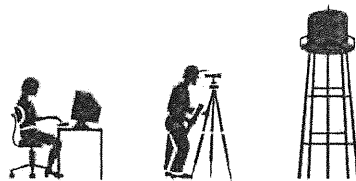
ENTITY Future Link Technologies Inc	Status: Active
DUNS: 127941883 +4:	CAGE Code: 41JH3 DoDAAC:
Expiration Date: 10/06/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 401 COLE ST	
City: AUSTIN	State/Province: TEXAS
ZIP Code: 78737-9549	Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Search Term : Latrice Hertzler*
Record Status: Active

No Search Results

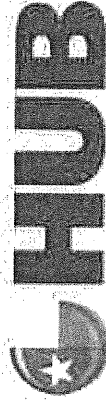
AFFIRMATIVE ACTION CERTIFICATES



GRANT DEVELOPMENT SERVICES

DBE Disadvantaged Business Enterprise
WBE Women Owned Business Enterprise
HUB Historically Underutilized Business

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/MID Number: 1753173070700
File/Vendor Number: 017219
Approval Date: 14-MAR-2014
Scheduled Expiration Date: 14-MAR-2018

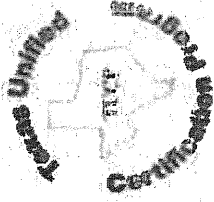
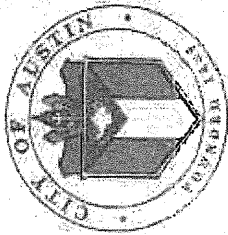
The Texas Comptroller of Public Accounts (CPA), hereby certifies that **FUTURE LINK TECHNOLOGIES, INC.** has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 14-MAR-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/MID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the internet (<http://www.window.state.tx.us/procurement/cmb/emb/hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

Rev 09/12



City of Austin

Small and Minority Business Resources Department certifies that

Future Link Technologies, Inc.

is certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE Standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE Program.

Veronica Briseño Lara, Director
Small and Minority Business Resources Department

EXPIRATION DATE:

03/13/2015

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling 512.974.7645.

CITY'S VENDOR CODE: FUT8315966

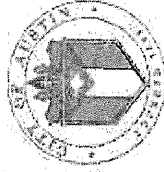
*City of Austin
Small and Minority Business Resources Department
certifies that*

Future Link Technologies, Inc.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program, and is certified as a

Women-Owned Business Enterprise

with the City of Austin.



A handwritten signature in black ink, appearing to read "Veronica Briseño Lara".

Veronica Briseño Lara, Director
Small and Minority Business Resources Department

EXPIRATION DATE:
03/13/2015

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year.
Verification of certification status can be obtained by calling 512.974.7645.

CITY'S VENDOR CODE: FUT8315966

Latrice Hertzler

From: Houston-McCutchin, Keisha <Keisha.Houston@austintexas.gov>
Sent: Thursday, July 16, 2015 9:54 AM
To: lhertzler@future-link.biz
Subject: Recertification Complete- Future Link Technologies, Inc.

July 14, 2015

Latrice Hertzler
Future Link Technologies, Inc.
225 S. Commons Ford Rd.
Austin, Tx. 78733

Congratulations!

Your firm has been recertified as a **Women-Owned Business Enterprise (WBE)** to participate in the City of Austin's Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program.

The MBE/WBE certification status is reviewed on an annual basis by the City of Austin's Small & Minority Business Resources Department (SMBR). The annual review is conducted through examination of a sworn affidavit and supporting documents submitted by the firm seeking continued certification. MBEs and WBEs are required to seek recertification upon the expiration date of the current certification. It is important that you report any change(s) in your firm's ownership or control to SMBR within 30 calendar days. Failure to report such change(s) may result in the denial of continued certification or recertification

This firm's anniversary date is July 13, 2018.

As a reminder, you are responsible for maintaining accurate contact information including the specific scopes of work (commodity codes) in which you have the ability and expertise to manage and control. Any contact information and/or to commodity code changes must be made by you in the City of Austin's Vendor Connection system at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm. You can perform these changes daily from 7:00 a.m. to 7:00 p.m. If you need assistance making changes, please contact Vendor Registration at (512) 974-2018 or by email at vendorreg@austintexas.gov.

The certificate verifying the current certification is enclosed. If you have any questions, please feel free to call the Certification Office at (512) 974-7645.

Sincerely,

Keisha Houston-McCutchin
Business Development Counselor
City of Austin
Small & Minority Business Resources
Keisha.Houston@austintexas.gov
Phone: 512-974-7738
Mail Line: 512-974-7600

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF JOHNSON CITY, TEXAS AND
GRANT DEVELOPMENT SERVICES, INC.
PROFESSIONAL APPLICATION SERVICES**

STATE OF TEXAS §
 §
 §
COUNTY OF BLANCO §

This professional services agreement (“Agreement”) is entered into this ____ day of _____, 2021 by and between the City of Johnson City, Texas, (hereinafter referred to as the “City”) acting by and through its duly authorized official, Rhonda Stell, Mayor, and Grant Development Services Inc., (hereinafter referred to as “GDS”), acting by and through its duly authorized official J. Gandolf Burrus, President. The City and GDS are collectively referred to herein as the “Parties”.

Recitals:

Whereas, the City desires to seek funding from the 2021-2022 CDBG program to fund improvements to its municipal water infrastructure systems

Whereas, the proposed 2021-2022 CDBG grant application will be for improvements to the City’s water infrastructure systems which will benefit the residents of the City, and

Whereas the City desires to engage GDS to render professional services to prepare and submit a 2021-2022 CDBG application, requesting federal financial assistance to the Texas Funding Agency of Agriculture/ Office of Rural Affairs (hereinafter called the “Funding Agency” or “TDA”) for municipal water infrastructure system improvements.

Whereas GDS desires to render such professional services in the development and submittal of a 2021-2022 CDBG application

Now, Therefore, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.**
The above recitals, having been found to be true and correct, are incorporated herein by reference.
2. **Time of Performance.**
GDS shall commence services upon the execution of this Agreement. All services required for the development and submission of a 2021-2022 CDBG grant application for water system improvements shall be completed prior to the application due date as provided by the TDA 2021-2022 CDBG program.

3. Scope of Services.

Upon receipt of a notice to proceed by the City, GDS shall satisfactorily complete the work as follows:

2021-2022 CDBG Grant Application: GDS shall provide the following professional services in connection with the collection and preparation of the documentation to apply for a 2021-2022 CDBG grant improvements to the water system.

1. The assembly of available and necessary documents to design, prepare and submit a Community Development application to the Funding Agency prior to the submittal deadline;
2. Take site photographs to document the severity of the problem;
3. Secure information on the severity of the problem including engineering reports, violation notices or self reports submitted to controlling agencies;
4. Secure utility rates and history of rate increases;
5. Secure information on local municipal debt;
6. Confer with City engineer to secure cost estimates and project maps;
7. Provide briefings to Council on progress of application development;
8. Submittal of the application and supporting documents to the Funding Agency and the Regional Review Committee prior to the established deadline;
9. Preparation and submittal of any and all additional information requested by either the Funding Agency or the Regional Review Committee.
10. Provide a copy of the completed application, including all attachments upon submission.

4. City's Responsibilities.

To facilitate the commitments made by GDS, the City agrees to perform the following:

- A. the City designates, Rick Schroder, Chief Administrative Officer, as the City's coordinator with responsibility for all communication with TDA, GDS, the City and the project engineer;
- B. The City shall agree to supply GDS with copies of all communication or correspondence received regarding its Community Development application;
- C. The City shall provide GDS with a letter authorizing GDS as its representative, to interact with TDA on behalf of the City.
- D. The City will obtain from a registered engineer and/ or City staff required application documents including the required cost estimates, infrastructure system data, illustrations and project maps to be included in the grant application
- E. The City will publish public notices as required by TDA.

5. Compensation.

GDS shall be compensated by the City for professional services rendered under this Agreement per the following schedule:

- A. **Compensation for 2021-2022 CDBG Grant application preparation services.** Services as described in Section 3 (B) 1 through 10 above shall be provided by GDS to the City for a lump sum fee of Two Thousand Dollars (\$ 2,400.00) for application preparation services.
- Nine Hundred dollars (\$ 900.00) shall be due upon execution of this Letter of Agreement
 - One Thousand dollars (\$ 1,000.00) shall be due upon completion of the initial public hearing and city acceptance of project map and budget
 - Five Hundred dollars (\$ 500.00) shall be due upon submission of proof that the complete 2021-2022 CDBG application was delivered to the TDA prior to the submission deadline.

B. **Hard Cost Recovery:**

The City will reimburse GDS for the hard costs including mileage and duplication incurred in connection with the conduct of the income documentation survey and the development and submission of the 2021-2022 CDBG application. This fee will not exceed a total of Five Hundred Dollars (\$ 500.00) without the advance written approval of the City and will be billed throughout the project as such costs are incurred.

C. **Invoices:**

GDS shall periodically invoice the City for the fees due to GDS hereunder as described by this Section 6. City shall pay to GDS all undisputed invoiced amounts within thirty (30) days of receipt of each invoice. City shall abide by the Texas Prompt Payment Act, ch. 2251 Tex. Government Code in connection with payment for the professional services rendered under this Agreement.

6. **Access to Information.**

It is agreed that all materials, data, reports and records, illustrations or maps in the possession of the City and City Engineer that are necessary for the carrying out of work outlined in Section 3, "Scope of Services," shall be readily facilitated and available at no cost to GDS.

7. **GDS Responsibilities:**

In addition to the obligations outlined in Sections 2, "Time of Performance" and Section 3, "Scope of Services," GDS agrees to comply with all requirements of any and all applicable laws, rules, and regulations, Federal, State, Local. GDS shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Statutes for compensation received for services rendered under this Agreement. GDS recognizes that the City is employing GDS for its expertise in writing grants, and optionally for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that represents itself as having professional grant writing and administration expertise.

8. **Termination of Agreement.**

- A. The City may terminate this Agreement if, through any cause, GDS shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if GDS shall violate any of the covenants, agreements, or stipulations of this Agreement. To effectuate the City's termination rights, City shall give written notice to GDS of such termination by certified mail, return receipt requested at the mailing address listed below, such notice specifying the effective date thereof, at least fifteen days before the effective date of such termination. During such notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in the City's notice letter. If the Agreement is terminated for cause by the City, no consideration is due GDS except reimbursement

for actual out-of-pocket expenses incurred by GDS in connection with providing the professional services contemplated by this Agreement.

- B. In the event the agreement is terminated by the City for reasons other than good cause prior to the grant project's completion, GDS shall be entitled to receive just and equitable compensation for any work completed hereunder. All completed work will be billed at an hourly rate of \$95.00 per hour with a direct reimbursement for overhead expenditures.
- C. Upon termination of this Agreement, GDS and the City shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner that fully protects the rights of the parties, as well as all third-parties affected by this Agreement.

9. **Additional Terms And Conditions:**

The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as "Attachment B" and which are incorporated herein by reference.

CITY OF JOHNSON CITY, TEXAS

GRANT DEVELOPMENT SERVICES

Rhonda Stell, Mayor

J Gandolf Burrus, President

Date: _____

Date: _____

Attest:

Rick Schroder, Chief Administrative Officer / City Secretary

Date: _____

ATTACHMENT A

Additional Terms and Conditions

- 1. Changes to Professional Services.** The City may, from time to time, request changes in the scope of the services of GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between the City and GDS, shall be incorporated in written amendments to this Agreement.
- 2. Personnel.**

 - A. GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - B. All the services required hereunder will be performed by GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.
- 3. Assignability.** GDS shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by GDS from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly by GDS to the City.
- 4. Reports and Information.** GDS, at such times and in such forms as the Funding Agency may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 5. Records and Audits.** GDS will keep and maintain accurate books and records of the dates and time periods for which it has furnished Professional Services pursuant to this Agreement and shall allow the City to review and inspect such information upon request during the term of this Agreement for purposes of assuring compliance with the terms of this Agreement and state and federal laws, rules and regulations. GDS and the City shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information, to the extent applicable.
- 6. Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

7. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

8. **Compliance with Applicable Laws.** GDS shall comply with all applicable laws, ordinances and codes of the State and local governments, and GDS shall save and hold the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

9. **Equal Employment Opportunity.** During the performance of this Agreement, GDS agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11. **Section 109 of the Housing and Community Development Act of 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

12. **Section 504 Rehabilitation Act of 1973, as amended.** The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

13. **Age Discrimination Act of 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

14. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

15. Address of Parties For Notices:

To City:

Attn: Rick Schroder
Chief Administrative Officer
City of Johnson City
Box 369
Johnson City, Texas 78636

To GDS:

J Gandolf Burrus
President
Grant Development Services.
Post Office Box 33043
Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

16. Jurisdiction. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Blanco County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Blanco County, Texas.

17. Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

18. No Other Agreements. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

19. Amendments To Agreement. This Agreement, including the Attachments thereto constitutes a legally binding contract between the City and GDS This Agreement may be amended only in writing and shall require the mutual consent of both parties.

20. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be an original for all purposes.

21. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF JOHNSON CITY
AND GRANT DEVELOPMENT SERVICES FOR
GRANT ADMINISTRATION SERVICES**

STATE OF TEXAS

COUNTY OF BLANCO

PART I - AGREEMENT

This professional services agreement (“Agreement”) is entered into this _____ day of _____, 2021 by and between the City of Johnson City a home rule city of the Texas, acting by and through its duly authorized official, Rhonda Stell, Mayor, (hereinafter referred to as the “City”) and Grant Development Services, (hereinafter referred to as “GDS”), acting by and through its duly authorized official J. Gandolf Burrus, President. The City and GDS are collectively referred to herein as the “Parties”.

Recitals:

WHEREAS, The City of Johnson City desires to implement construction of water system improvements grant provided by the Texas Community Development Block Grant (hereinafter called “TxCDBG”) Program administered by the Texas Department of Agriculture, hereinafter called “TDA” or “Department” to benefit the residents of the City of Johnson City, and

WHEREAS The City of Johnson City desires to engage GDS to render certain professional grant management and administration services required to implement a 2021-2022 Community Development Block Grant for construction of water improvements, and

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals.

The above recitals, having been found to be true and, are incorporated herein by reference.

2. Time of Performance.

The services to be provided by GDS shall commence upon receipt of the Notice to Proceed from the City. This contract is subject City receipt of TDA CDBG funding award. All services required and rendered under this Agreement shall be completed no later than December 13, 2023 or according to the time frames and deadlines established by TDA.

3. Definitions.

Throughout this document:

- a. "Agreement" refers to this contract between the City and GDS.
- b. "Completion" refers to GDS' submission to the Department of a Certificate of Construction Completion and Final Wage Compliance Report, and the Department's acceptance and approval of the same.
- c. "Contractor" or "GDS" refers to Grant Development Services.
- d. "Parties" refer to GDS and the City.

4. Scope of Services.

Part II, Professional Management Scope of Services, is hereby incorporated by reference into this Agreement.

5. Compensation and Method of Payment

- a. GDS shall be compensated by the City for all administrative services required to implement the project. The scope of services for project administration is set forth in Part II which is incorporated herein by reference. Payment of the described by Part III PAYMENT SCHEDULE shall be contingent on CDBG funding. If grant funds are not awarded to the City by TDA through the TxCDBG program, this agreement shall be terminated by the City.
- b. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Eleven and One-Half Percent (11.50%) of the CDBG Grant Award. Payment to GDS shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
- c. GDS shall periodically invoice the City for the fees due to GDS hereunder as described by Part III PAYMENT SCHEDULE. City shall pay to GDS all undisputed invoiced amounts within thirty (30) days of receipt of each invoice. City shall abide by the Texas Prompt Payment Act, ch. 2251 Tex. Government Code in connection with payment for the professional services rendered under this Agreement.

6. Local Program Liaison.

For purposes of this Contract, Rick Schroder, Chief Administrative Officer, or equivalent authorized person, will serve as the Local Program Liaison and primary point of contact for GDS. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

7. Access to Information.

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records relating to GDS' agreement with the City or the administration, construction, engineering or implementation of the TxCDBG award which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's TxCDBG contract with TDA.

It is agreed that all materials, data, reports and records, illustrations or maps in the possession of the City that are necessary for the carrying out of work outlined in Part II, "Professional Management Scope of Services," shall be readily facilitated and available at no cost to GDS.

8. GDS Responsibilities.

In addition to the obligations outlined in Section 2, "Time of Performance" and Section 4. "Scope of Services," GDS agrees to comply with all requirements of any and all applicable laws, rules, and regulations, Federal, State, and Local. GDS shall assume full responsibility for payments of Federal, State and Local taxes on contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax Statutes for compensation received for services rendered under this Agreement. GDS recognizes that the

City is employing GDS for its expertise for administering grants. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that has professional administration expertise.

9. Resolution of Program Non-Compliance and Disallowed Costs.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice from the City of the dispute and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

10. Termination of Agreement.

- a. The City may terminate this Agreement if, through any cause, GDS fails to fulfill its obligations under this Agreement in a timely and proper manner, or if GDS violates any of the covenants, agreements, or stipulations of this Agreement. To effectuate the City's termination rights, City shall give written notice to GDS of such termination by certified mail, return receipt requested at the mailing address listed in this Agreement, PART IV TERMS AND CONDITIONS, Paragraph 15. Address of Parties for Notices, such notice specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
- b. During such termination notice period, GDS shall have the opportunity to cure any allegations of breach as reflected in the City's notice letter. If the Agreement is terminated for cause by the City, no consideration is due GDS except reimbursement for actual out-of-pocket expenses incurred by GDS in connection with providing the professional services contemplated by this Agreement.
- c. Termination of this Agreement resulting from the deobligation of administrative funds, or from the termination of its contract with the City due to its failure to receive adequate state or federal funds to meet its liabilities under their contract, shall be considered to be termination for cause.

In the event of termination for either of the causes in this subsection, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Any payments received from the City in excess of that reasonable compensation shall be reimbursed by GDS within 30 days of the date of termination.

- d. If the Agreement is terminated for cause by the City, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City.
- e. In the event this Agreement is terminated by the City prior to the grant project's completion for convenience or reasons other than good cause, or in the event administrative funds are deobligated by the Agency for reasons other than (a) a failure to provide services contemplated by this Agreement, or (b) other fault of GDS, GDS shall be entitled to receive just and equitable compensation for any work completed hereunder. All completed work will be billed at an hourly rate of \$95.00 per hour based on the charges for time, labor, expenses, overhead and other items specified in the Agreement, but in no event more than a reasonable compensation of less than the maximum amount of compensation agreed to in this Agreement. Any payments received from the City in excess of that reasonable compensation shall be reimbursed by GDS within 30 days of the date of termination.
- f. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
- g. Upon termination of this Agreement, GDS and the City shall utilize good faith efforts to wind up their affairs and obligations arising under this Agreement in a businesslike and reasonable manner, and in a manner that fully protects the rights of the parties, as well as all third-parties affected by this Agreement.
- h. Notwithstanding the above, GDS shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by GDS, and the City may set-off the damages it incurred as a result of GDS' breach of contract from any amounts it might otherwise owe GDS.

11. Enforcement Costs.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

12. Additional Terms and Conditions:

The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as Part IV and which are incorporated herein by reference.

13. Extent of Agreement

This Agreement, which includes Parts I-IV represents the entire and integrated agreement between the City and GDS and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and GDS.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

CITY OF JOHNSON CITY

ATTEST:

BY: _____

Rhonda Stell
Mayor

BY: _____

Rick Schroder
Chief Administrative Officer/City Secretary

DATE: _____

FIRM: GRANT DEVELOPMENT SERVICES, INC.

BY: _____ DATE: _____

J. Gandolf Burrus
President

CITY OF JOHNSON CITY
PART II
PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the Texas Community Development Program (TCDP) regulations.
5. Provide proof that all service providers, contractors and subcontractors are not listed as debarred, ineligible, excluded or suspended on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235).
6. Furnish City with necessary forms and procedures required for implementation of project.
7. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
8. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Recipient Financial Interest Report form for City signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.

3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters
7. Assist the City in establishing procedures to handle the use of any TCDDP program income.

C. Environmental Review

1. File Environmental Exemption form for Administrative and Engineering Activities
2. Prepare environmental assessment.
3. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
4. Document consideration of any public comments.
5. Prepare any required re-assessment of environmental assessment.
6. Ensure compliance with EO 11988 for projects in the flood plains.
7. Prepare Request for Release of Funds and certifications to be sent to Department.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Assist City and Project Engineer in obtaining documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Assist City in negotiations with property owner(s).
6. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity,
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from US Department of Labor.
6. Provide sample TCDP contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to Department to verify Davis Bacon Wage Rates.
9. Verify construction contractor eligibility with Department (SAM clearance).
10. Review construction contract.
11. Assist in the conduct of a pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Provide Labor Standards Report to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation (if required)

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property (if required)

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.

5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

L. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Financial Interest/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third-party claims.
4. Provide auditor with TCDP audit guidelines.

CITY OF JOHNSON CITY
PART III
PAYMENT SCHEDULE
PROFESSIONAL MANAGEMENT SERVICES

City shall reimburse Grant Development Services for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	Percent of Contract Fee
• Environmental review	20%
• Assistance in procurement process	5%
• Preparation and submittal of drawdown requests	15%
• Record keeping	15%
• Preparation and submittal of reports as required	10%
• Contract management	15%
• Preparation and submittal of close-out documents	5%
Other Services (include only applicable services)	
• Housing activities	n/a
• OSSF activities	n/a
• Acquisition of real property services	0%
• Labor standards	15%

CITY OF JOHNSON CITY
PART IV
TERMS AND CONDITIONS
PROFESSIONAL MANAGEMENT, ENGINEERING
AND/OR ARCHITECTURAL SERVICES

1. Changes to Professional Services.

The City may, from time to time, request changes in the scope of the services of GDS to be performed hereunder. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between the City and GDS, shall be incorporated in written amendments to this Agreement.

2. Personnel.

- a. GDS represents that it has, or will secure at his own expense, all personnel required in performing the services under this Agreement. Neither GDS nor such personnel shall be employees of the City. Such personnel shall have no contractual relationship with the City.
- b. All the services required hereunder will be performed by GDS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

3. Assignability.

GDS shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: provided, however, that claims for money by GDS from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly by GDS to the City.

4. Reports and Information.

GDS, at such times and in such forms as TDA may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

5. Records and Audits.

GDS shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. GDS and the City shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information, to the extent applicable.

GDS and the City shall retain such records, and any supporting documentation, for the greater of three years after City make final payments and all other pending matters are closed. or the period required by other applicable laws and regulations.

6. Findings Confidential.

All the reports, information, data, etc., prepared or assembled by GDS under this Agreement are confidential and GDS agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

7. Copyright.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of GDS.

8. Compliance with Applicable Laws/ Indemnification.

GDS shall comply with the requirements of all applicable laws, ordinances, codes, rules and regulations, and shall exonerate, indemnify, and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of any tort done in GDS' performance or nonperformance of the activities, services or subject matter called for in this Agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of all damages and Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

FEDERAL CIVIL RIGHTS COMPLIANCE

9. Equal Employment Opportunity.

During the performance of this Agreement, GDS agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, handicap, sexual orientation, gender identity, political or religious opinions or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions

discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

11. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

12. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

13. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant Shores orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. Address of Parties For Notices:

City of Johnson City, Texas
Attn: Rick Schroder, Chief Administrative Officer
PO Box 369
303 East Pecan Street
Johnson City, Texas 78636

Grant Development Services, Inc
J Gandolf Burrus, President
Post Office Box 33043
Austin, Texas 78764

Or to such other address as may from time to time be specified in a notice given to the other party at the address provided in this Section.

16. Jurisdiction

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Blanco County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Blanco County, Texas.

17. No Other Agreements

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating herein shall be valid or binding. Neither this Agreement nor any duties or obligations hereunder shall be assignable by either party without the prior written consent of the other.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

18. Amendments to Agreement

This Agreement, including the Attachments thereto constitutes a legally binding contract between the City and GDS. This Agreement may be amended only in writing and shall require the mutual consent of both parties. The City may, from time to time, request changes in the services that GDS will perform under this Agreement. Such changes, including any increase or decrease in the amount of GDS' compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

19. Counterparts.

This Agreement may be signed in counterparts, each of which shall be deemed to be an original for all purposes.

20. Severability

In any case one or more of the provisions contained in Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision will be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

21. Conflicts of Interest

- a. **Governing Body.** No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. **Contractor and Employees.** The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

22. Debarment and Suspension (Executive Orders 12549 and 12689).

The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".