

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

STATE OF TEXAS           §  
  §  
COUNTY OF BLANCO    §

This Professional Services Agreement (“Agreement”) is entered into this 7<sup>th</sup> day of June, 2022 by and between the City of Johnson City, Texas, ( “City”) and Grant Development Services Inc., ( “GDS”), collectively the “Parties” and individually “Party”, to be effective on the last date this Agreement is fully executed by the Parties.

**Recitals**

**Whereas**, the City desires to seek funding from the 2022 CDBG FAST Program for the purchase and acquisition of firefighting equipment; and

**Whereas**, the City desires to engage GDS to render professional services to prepare and submit to the Texas Funding Agency, *i.e.*, the Texas Department of Agriculture/ Office of Rural Affairs (“Funding Agency” or “TDA”), a 2022 CDBG FAST Program grant application requesting federal financial assistance for firefighting equipment.

**Now, therefore**, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.**

The above recitals are true and correct and are incorporated fully herein.

**2. Time of Performance.**

GDS shall commence services on June 7, 2022. All services required for the development and submission of a 2022 CDBG FAST Program grant application for firefighting equipment shall be completed prior to the application due date set by the TDA 2022 CDBG FAST Program. Failure to meet this deadline terminates this Agreement, and any compensation issued shall be refunded by GDS to the City.

**3. Scope of Services.**

GDS shall provide and complete the following professional services in applying for the 2022 CDBG FAST Program grant for firefighting equipment:

1. Assemble available and necessary documents to design, prepare and submit a grant application to the Funding Agency prior to the submittal deadline;
2. Take site photographs of antiquated fire truck and equipment to document the severity of the problem;

3. Secure information on the severity of the problem including JCVFD reports, violation notices or self-reports submitted to controlling agencies;
4. Secure information on local municipal debt;
5. Confer with the Johnson City Volunteer Fire Department (“JCVFD”) to secure cost estimates and project maps;
6. Provide monthly briefings to Council on the progress of the application development;
7. Submit the application and supporting documents to the Funding Agency prior to the established deadline;
8. Prepare and submit any and all additional information requested by the Funding Agency;
9. Coordinate with the JCVFD Chief or his designee on the selection of project elements and need; and
10. Provide a copy of the completed application, including all attachments, upon submission to the City.

**4. City’s Responsibilities.**

The City agrees to perform the following:

1. Designate the Chief Administrative Officer or his designee, as the City’s coordinator with responsibility for all communication with TDA and GDS;
2. Supply GDS with copies of all communication or correspondence received regarding this application;
3. Authorize GDS via a written letter as its representative to interact with TDA on behalf of the City;
4. Assemble from the JCVFD and City required application documents, including the required cost estimates, infrastructure system data, illustrations and project maps to be included in the grant application; and
5. Publish public notices as required by TDA.

**5. Compensation.**

GDS shall be compensated by the City per the following schedule:

**A. Compensation for 2022 CDBG FAST Program grant application preparation services.**

Services described in Section 3 shall be compensated for a lump sum fee of One Thousand Four Dollars (\$ 1,400.00) as follows:

- Five Hundred dollars (\$ 500.00) shall be due upon execution of this Agreement;
- Five Hundred dollars (\$ 500.00) shall be due upon completion of the initial public hearing; and
- Four Hundred dollars (\$ 400.00) shall be due upon submission of proof that the complete 2022 CDBG FAST Program application was delivered to the TDA prior to the submission deadline.

**B. Hard Cost Recovery; Additional Expenses.**

The City shall not reimburse GDS for hard costs or expenses incurred by the GDS in connection with providing the Services of this Agreement.

C. Invoices.

GDS shall periodically invoice the City monthly for the compensation due to GDS. 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.

All materials, data, reports and records, illustrations or maps for the application under the City's control shall be readily facilitated and available at no cost to GDS.

7. GDS Responsibilities; Standard.

GDS shall 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 having professional grant writing and administration expertise.

8. Termination.

A. The City may terminate this Agreement for cause, should GDS fail 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 below, such notice specifying the effective date thereof, at least ten business 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 and consideration paid to date of termination shall be reimbursed to the City if cause is failure to meet the submittal deadline.

B. In the event the Agreement is terminated by the City for reasons other than good cause prior to submission of the application for the grant, GDS shall be entitled to receive compensation for any work completed to the date of termination at at the hourly rate of \$95.00 per hour. GDS shall submit an itemized invoice reflecting hours worked.

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.

Additional terms and conditions to this Agreement are attached hereto as Attachment A and are incorporated fully herein.

**IN WITNESS WHEREOF**, the Parties agree to and execute this Agreement by their signatures and on the dates indicated below.

**CITY OF JOHNSON CITY, TEXAS**

**GRANT DEVELOPMENT SERVICES**

\_\_\_\_\_  
**Rhonda Stell, Mayor**

\_\_\_\_\_  
**J Gandolf Burrus, President**

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

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

Attest:

\_\_\_\_\_  
**Whitney Walston/ 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. Neither GDS nor such personnel shall 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 or transfer any interest on this Agreement, without the prior written consent of the City 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. GDS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. GDS 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. GDS 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. GDS will, in all solicitations or advertisements for employees placed by or on behalf of the GDS, 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. GDS 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 GDS's legal duty to furnish information.
- D. GDS 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 GDS's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. GDS 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. GDS 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 GDS'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 GDS 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. GDS 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. GDS 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 GDS becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency GDS may request the United States to enter into such litigation to protect the interests of the United States.

**10. Civil Rights Act of 1964.** GDS shall perform subject to Title VI of the Civil Rights Act of 1964, where 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.** GDS shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974 where 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.** GDS 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.** GDS 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 HUD 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. GDS agrees to send to each labor organization or representative of workers with which the GDS has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of GDS'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. GDS 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 GDS is in violation of the regulations in 24 CFR part 135. GDS will not subcontract with any subcontractor where GDS has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. GDS will certify that any vacant employment positions, including training positions, that are filled (1) after GDS 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 GDS'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. A notice shall be in writing and shall be deemed delivered when received if delivered personally or if sent by Federal Express or other carrier; or 72 hours after deposit if sent by First Class, certified mail, return receipt requested, through the U.S. Postal Service.

**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 a dispute arises out of this Agreement, the Parties shall first, in good faith, seek to resolve the dispute through negotiation between the upper management of each respective Party. If the dispute cannot be resolved informally, the dispute shall be submitted to non-binding mediation first before resorting to other alternative dispute proceedings, including litigation in court. Each Party shall be responsible for its own costs and fees of negotiation, mediation and/or litigation, and waives its right to recovery from the prevailing Party of litigation costs and fees, including attorneys' fees. No Party will be liable to the other under this Agreement for consequential damages, including lost profits, or exemplary damages.

**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 Attachments 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 and approval by the City Council of the City.

**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, TEXAS AND  
GRANT DEVELOPMENT SERVICES FOR  
PROFESSIONAL GRANT ADMINISTRATION SERVICES**

STATE OF TEXAS           §  
  §  
COUNTY OF BLANCO   §

This Professional Services Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Johnson City, Texas, (“City”) and Grant Development Services Inc., (“GDS”), collectively the “Parties” and individually “Party”, to be effective on the last date this Agreement is fully executed by the Parties.

Recitals

WHEREAS, the City was awarded \$\_\_\_\_\_ (“Grant”) pursuant to the Texas Community Development Block FAST Grant Program (“Grant” or “CDBG”) administered by the Texas Department of Agriculture, (“TDA” or “Department” or “Funding Agency”) for the purchase and acquisition of firefighting equipment; and

WHEREAS, the City desires to engage GDS to render certain professional grant management and administration services to implement the grant program requirements.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

**PART I - AGREEMENT**

1. Incorporation of Recitals

The above recitals are true and correct and are incorporated fully herein.

2. Time of Performance **Performance of this Agreement by the Parties is contingent upon receipt of the grant by the City. If grant funds are not awarded to the City by TDA, this Agreement shall be deemed terminated and no compensation will issue.**

GDS shall commence services upon receipt of the Notice to Proceed from the City. The City shall issue said notice upon receipt of the grant. All services to be rendered under this Agreement shall be completed according to the time frames and deadlines established by TDA but no later than December 13, 2024.

3. Definitions Throughout this document:

a. “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.

- b. "Contractor" or "GDS" refers to Grant Development Services.

#### 4. Scope of Services

- a. The scope of services to be provided by GDS shall be that outlined in Part II. Professional Management Scope of Services, attached and incorporated fully herein, and Part IV. Terms and Conditions, attached and incorporated fully herein.
- b. GDS shall submit a quarterly report to the City Council commencing at the end of the quarter after execution of the Agreement. GDS shall submit additional reports, if necessary, and upon request by the Chief Administrative Officer ("CAO"). GDS shall provide project status updates to the CAO for inclusion in the CAO's monthly report to the City Council.

#### 5. Compensation and Method of Payment

- a. GDS shall be compensated by the City for all administrative services performed pursuant to this Agreement. Payment shall be in accordance with Part III Payment Schedule, attached and incorporated fully herein, and shall be contingent on CDBG funding.
- b. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Five and Two Tenths Percent (5.20%) of the Grant Award. Payment to GDS shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule.
- c. GDS shall periodically invoice the City monthly for the compensation due to GDS. 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

The Chief Administrative Officer, or his designee shall serve as the City's 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, the TDA, 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 CDBG award, for audits, examinations, excerpts, and transcripts, and to close out the City's CDBG contract with TDA. All materials, data, reports and records, illustrations or maps in the possession and control of the City necessary for the project shall be readily facilitated and available at no cost to GDS, and such are considered property of the City.

#### 8. GDS Responsibilities

- a. GDS shall 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.

- b. GDS shall obtain Professional Liability Errors and Omissions Insurance coverage for claims arising out of an error, omission or negligent act in the performance of services under this Agreement by or on behalf of GDS, with a minimum limit of \$1,000,000.00 each claim, and \$1,000,000.00 aggregate. Such insurance shall be issued by a company authorized to do insurance business in the State of Texas or eligible surplus lines insurers, having an A.M. Best Rating of A- or better. GDS shall maintain coverage in full force and effect during the term of this Agreement and for three (3) years after termination. GDS shall deliver to the City a Certificate of Insurance ("COI") and endorsement showing policy numbers, policy dates and limits, within thirty (30) days of execution of this Agreement. Failure to provide a COI timely shall be grounds for termination. The City shall be named as Additional Insureds. The COI shall also contain a statement requiring a minimum of thirty (30) days advance written notice of cancellation, non-renewal, or material restriction of coverage terms or limits, to be provided to the City from the insurance company by signed receipt delivery. The costs and fees for such insurance will be at the expense of GDS.

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

- a. GDS shall make its best efforts to avoid any costs incurred by the City which could be subsequently disallowed for noncompliance. However, in the event of disallowance due to GDS' actions and recommendations to the City, GDS shall reimburse the City for the amounts disallowed. The City shall be responsible for costs only to the extent that such costs were incurred as a result of the City's own decisions and actions taken by its own initiative.
- b. 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 ARP program requirements, the Parties 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 the written notice, 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. Each Party shall bear their share of the mediation costs. If the matter is not resolved through mediation within 60 days of the initiation of that procedure, either Party may proceed to file suit. Each Party shall be responsible for their own costs of litigation.

10. Termination

- a. This Agreement shall terminate for cause immediately in the event of cancellation or disallowance of the grant award by the Funding Agency.
- b. The City may terminate this Agreement if, for any cause, GDS fails to fulfill its obligations under this Agreement in a timely and proper manner, or violates any of the covenants, agreements, or stipulations of this Agreement. Termination for cause shall also include the withdrawal or discontinuance of administrative funds by the Funding Agency.
- c. To effectuate the City's termination rights, City shall give written notice to GDS of such termination at least thirty (30) days before the effective date of such termination. 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, GDS shall be compensated for work completed up to the date of termination at an hourly rate of \$95.00 per hour. GDS shall submit an itemized invoice reflecting hours worked.

- d. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by GDS shall be turned over to the City as such documents are the property of the City.
- e. 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.
- f. 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 party institutes an action or proceeding to enforce any rights arising under this Agreement, each party shall bear their own costs of litigation and shall proceed as described in Section 9b above.

12. Additional Terms and Conditions

"Additional Terms and Conditions" to this Agreement are attached hereto as Part IV and are incorporated fully herein.

13. Extent of Agreement; Amendments

This Agreement, and attachments Parts I through 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 upon City Council approval and GDS.

**IN WITNESS WHEREOF**, the Parties agree to and execute this Agreement by their signatures and on the dates indicated below.

**CITY OF JOHNSON CITY, TEXAS**

**GRANT DEVELOPMENT SERVICES**

\_\_\_\_\_  
Rhonda Stell, Mayor

\_\_\_\_\_  
J. Gandolf Burrus, President

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

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

Attest:

\_\_\_\_\_  
Whitney Walston, City Secretary

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

## **PART II**

### **PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

The Contractor 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(s) and regulatory matters.
4. 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).
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist City and the Johnson City Volunteer Fire Department ("JCVFD") in finalizing the project interlocal agreement outlining the responsibilities between the City and the JCVFD.
7. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
8. Assist City in securing final Grant Agreement after environmental and purchase pre-agreement conditions have been met.
9. Prepare and submit to TDA documentation necessary for amending the CDBG contract.
10. Prepare and submit quarterly reports (progress and minority hiring).
11. Prepare Recipient Financial Interest Report form for City signature and submittal.
12. Establish procedures to document expenditures associated with local administration of the project.
13. 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 managing the grant funds and demonstrating account management to the State's audit division(s).
2. Assist the City in establishing and maintaining a bank account (*e.g.*, 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. Coordinate with the City for orderly, timely payments to all project contractors by preparing 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 Funding Agency program income.

C. Environmental Review, if necessary

1. File Environmental Exemption form for Administrative and Engineering Activities.
2. Prepare environmental assessment as required for the purchase of firefighting equipment.
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. Property Acquisition, if necessary

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. Equipment Procurement

1. Assist in the procurement of equipment through the TDA process, if applicable, and as required by the Texas Community Development Program ("TCDP") regulations.
2. Provide sample TCDP contract documents as needed.
3. Assist in finalizing equipment specifications.
4. Submit CFA – Vehicle/Equipment Detail to TDA-GO.
5. Communicate with the TDA Program Specialist to ensure approval of CFA.
6. Advertise for bids/utilize Local Cooperative Purchasing Services.
7. Verify contractor eligibility with Department (SAM clearance).
8. Review contract purchase agreement form.
9. Assist City in awarding contract purchase agreement contingent on TDA funding.
10. Complete the documentation of Procurement section of the CFA – Fast Vehicle/Equip Detail.
11. Secure TDA Program Specialist approval of final project scope and budget, in order to secure final TDA Grant Agreement.
12. Submit any additional required bid and purchase information to TDA as required.

F. Construction Management, if applicable

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable) to include:
  - a. Assist City in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor;
  - b. Assist City in determining whether it will be necessary to hire temporary employees to specifically carry out TCDP contract activities; and
  - c. 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 the City.
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(s).
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.

G. Fair Housing / Equal Opportunity, if applicable

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.

H. Relocation, if applicable

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.

I. Rehabilitation of Private Property, if applicable

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.

J. 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.

**PART III**  
**PAYMENT SCHEDULE**

City shall compensate GDS for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<b>Milestone</b>	<b>Percent of Contract Fee</b>
• Environmental review	20%
• Assistance in procurement	20%
• 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%
<b>Other Services (include only applicable services)</b>	
• Housing activities	n/a
• OSSF activities	n/a
• Acquisition of real property services	n/a
• Labor standards	n/a

## PART IV 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. 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. Indemnification; Compliance with Applicable Laws

**GDS SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY GDS OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF GDS OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO GDS OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF GDS TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY GDS, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY GDS UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

GDS 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 to comply with and perform 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.

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.

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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  
4801 S Congress R-4 (78745)

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. A notice shall be in writing and shall be deemed delivered when received if delivered personally or if sent by Federal Express or other carrier; or 72 hours after deposit if sent by First Class, certified mail, return receipt requested, through the U.S. Postal Service.

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 FAST 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 FAST 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 FAST 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 FAST 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".



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of TX, LLC DBA Capitol City Insurance 8030 N Mopac Austin, TX 78759	CONTACT NAME: <b>Kimberly Farrell</b>	
	PHONE (A/C, No, Ext): <b>(512) 343-0280 6394</b>	FAX (A/C, No): <b>(512) 343-0352</b>
	E-MAIL ADDRESS: <b>kimberly.farrell@assuredpartners.com</b>	
	INSURER(S) AFFORDING COVERAGE: <b>Gemini Insurance Co.</b>	
<b>INSURED</b>  Grant Development Services, Inc 4801 S congress, #R4 Austin, TX 78764	NAIC #: <b>10833</b>	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <b>X Errors and Omissions</b>			VPPL016574	10/19/2021	10/19/2022	EACH OCCURRENCE \$ <b>1,000,000</b>			
	GEN'L AGGREGATE LIMIT APPLIES PER:									
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ <b>1,000,000</b>			
	OTHER:									
	<b>AUTOMOBILE LIABILITY</b>									
ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>										
HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>										
<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/>										
<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>										
DED RETENTION \$										
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input type="checkbox"/> N/A										
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)										
If yes, describe under DESCRIPTION OF OPERATIONS below										
PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>										
E.L. EACH ACCIDENT \$										
E.L. DISEASE - EA EMPLOYEE \$										
E.L. DISEASE - POLICY LIMIT \$										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>For Reference Only</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 