

**PROFESSIONAL SERVICES AGREEMENT
FOR EDA GRANT APPLICATION PREPARATION
BETWEEN CITY OF MANOR, TEXAS
AND GRANT DEVELOPMENT SERVICES AND**

STATE OF TEXAS

COUNTY OF TRAVIS

PART I - AGREEMENT

This professional services agreement ("Agreement") is entered into this ____ day of _____, 2024 by and between City of Manor (hereinafter referred to as "COM or "City") acting by and through its duly authorized official, Scott Moore, City Manager 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 GDS has been contracted by the COM identify sources of infrastructure funding and, when authorized by COM, to assemble a team to design and submit applications for construction funding; and

WHEREAS City desires to Submit a Revised and Updated request for funding from the US Economic Development Administration (hereinafter referred to as "EDA" of "Funding Agency")

WHEREAS City desires to engage GDS to Revise and Submit a complete grant application to EDA for funds for engineering and construction of Revised and Expanded Phase Three of the Cottonwood Wastewater Treatment Facility (hereinafter referred to as "CWWTP").

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. Time of Performance.

The services to be provided by GDS shall commence upon execution of this Agreement. All services required and rendered under this Agreement shall be completed according to the time frames and deadlines established by the EDA.

2. COM Responsibilities.

To facilitate the commitments made to GDS, COM has agreed to the following:

- A. COM will supply GDS with copies of all communication or correspondence received regarding its EDA application.
- B. COM will at no cost to GDS secure from a registered engineer required technical information including the probable cost of construction estimates, infrastructure system data, illustrations and project maps required for the grant application and environmental assessments.
- C. COM will publish at its own expense all public and environmental notices as required by EDA.

3. Scope of GDS Services COM Responsibilities.

GDS will Revise and Update a complete grant application for financial assistance including all required documents for submission to EDA. In addition, GDS will respond to EDA requests for additional information / clarification of project details as needed.

- A. Detailed Work Scope: Grant Application Preparation will require the development of a site specific project and the submission of narratives, maps, data and forms including but not limited to the following:

PART I

- Review of all available prior documentation, studies and reports regarding the site and the proposed outcomes of the project.
- Update and Revise the previous EDA application materials.
- Identification of stakeholders and to address stakeholders' concerns
- Secure Letters of Support from Stakeholders/Community
- Secure EDA Forms A-900 to document the Firm's commitments to creating new jobs in Manor that will be enabled by the proposed Revision and Expansion of the original WWTP capacity and design.
- Secure mapping of the areas to benefit from the WWTP expansion.
- Develop Project Narrative
- Develop Commercial Development Impact Analysis
- Develop Target Industry Analysis
- Establish coordination with EDA staff.
- Ensure that COM project aligns with EDA goals and expectations.
- Draft resolutions for City Attorney review and possible Council Approval.
- Draft Public notices, as required
- Ensure that all required notifications are published and made available on the City website
- Independent field visits to assess site impact and scale and site photography.
- Confer with City Engineer to secure necessary project documents.
- Review City Engineer's Budget Development and Cost Estimates.
- Secure executed land ownership documents.
- Implement Citizen participation and outreach plan
- Submission of final Revised and Updated EDA application to COM for review and comment
- Revise Final Revised and Updated EDA application as per comments
- Host site visit by EDA representatives is scheduled.
- Submit the Final EDA application via Grants.Gov
- Respond to any request from EDA for additional information/ clarifications

PART II REVISE AND UPDATE THE REQUIRED NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) ENVIRONMENTAL ASSESSMENT ALL ELEMENTS WILL BE REVIEWED.

- Research all environmental data resources available to determine environmental impact of project on surrounding area or surrounding area impact on project.
- General location mapping (GIS) and special site characteristics assessment
- Review of previously prepared project environmental data
- Prepare and submit THC SHPO packet
- NEPA Package Sections:
 - Parks Map
 - Coastal Management map
 - Airports Map
 - Wetlands map
 - Floodplain Map

- NEPA Package Sections (continued):
 -
 - TPWD consultation
 - TXNDD Maps
 - Endangered species report for Travis County
 - USFWS report
 - Karst Map and review
 - Hazard waste database review with mapping
 - Land Use map
 - Farmland Protection review
 - Noise Abatement & Control
 - Sole Source Aquifer
 - Water supply map and water district info review
 - Map and review of surrounding wastewater sites needed
 - Environmental Justice map and review
 - AQ SIP review
 - Review of all required Project Permits
 - Record of public participation
 - Public Notices, as required
 - Photo tour
- Cumulative impact narrative
- Develop and post/publish public notice regarding the final CE/EA, if required
- Mitigation requirements, if any
- Develop final EA environmental review record and obtain signatures from the responsible entity.
- Submit the environmental documentation for project clearance.

B. Grants.Gov website: GDS shall complete REVISED AND UPDATED SET of application elements including the following EDA Forms

- Application for Federal Assistance (SF-424)
- ED-900GA General Application for EDA Programs
- ED-900A Additional Assurances for Construction or Non-Construction
- TX Historic Commission SHPO Package
- ED-900C Environmental Assessment
- ED-900C Preliminary Engineering Report narrative
- ED-900E Calculation of Estimated Relocation and Land Acquisition
- SF 424 Application for Federal Assistance
- SF 424 C Budget Information for Construction Programs
- SF-424 D Assurances
- CD511 Form
- 1235 Eligibility Data
- Disclosure of Lobbying Activities (SF-LLL)
- Supporting documentation including match and attachments.

C. GDS's commitment will be considered fulfilled when EDA notifies COM that the submitted application is complete and accepted for evaluation and scoring.

4. Compensation for EDA Program Grant application REVISION AND UPDATE preparation services: Services shall be provided by GDS for a fee of Nine Thousand Five Hundred Dollars (\$9,500) for application and environmental preparation services according to the following schedule:
- Two Thousand Dollars (\$2,000.00) shall be due upon execution of this Letter of Agreement
 - One Thousand Dollars (\$1,000.00) shall be due upon development of a Power Point submission of the revised Manor WWTP project and submission to EDA-Austin.
 - Two Thousand Dollars (\$2,000.00) shall be due upon submission of the Environmental Assessment to EDA.
 - One Thousand Dollars (\$1,000.00) shall be due upon completion of conducting all required public notification and hearings
 - One Thousand Five Hundred Dollars (\$1,500.00) shall be due upon delivery of the complete EDA application to COM for review.
 - One Thousand Five Hundred Dollars (\$1,500.00) shall be due upon, Council's approval of the project budget, approval of the match commitment and passage of a Resolution authorizing submission of the EDA application.
 - Five Hundred Dollars (\$500.00) shall be due upon confirmation from EDA that it had received a complete Application.

PLEASE NOTE: If EDA requires additional environmental studies, GDS will negotiate a fee for those requirements.

5. Invoicing: GDS shall submit Monthly Progress Invoices.
6. Hard Cost Recovery: Hard Cost reimbursement to GDS: Eight Hundred Dollars (\$800.00) GDS will receive reimbursement for the hard costs including mileage and duplication incurred in connection with the development and submission of the EDA Program Grant application. This fee will not exceed a total of Eight Hundred Dollars (\$800.00) without the advance written approval from COM.
7. Time of Payment
GDS shall pay GDS's undisputed invoices within thirty (30) days of receipt of each invoice. GDS 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.
8. Access to Information.
EDA Inspectors General, the Comptroller General of the United States, and COM, or any of their authorized representatives, shall have access to any documents, papers, or other records relating to GDS's agreement with GDS which are pertinent to the EDA award, in order to make audits, examinations, excerpts, and transcripts and to close out COM's EDA Program contract.
- It is agreed that all materials, data, reports and records, illustrations or maps in the possession of COM that are necessary to close out COM's EDA Program contract shall be readily facilitated and available at no cost to GDS.
9. GDS Responsibilities.
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 COM is employing GDS for its expertise in preparation of grant requests. In fulfilling its obligations under this Agreement, GDS shall exercise the skill and care appropriate to a firm that has professional expertise.

10. Additional Terms and Conditions:

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

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

GRANT DEVELOPMENT SERVICES, INC.

BY: _____

**J Gandolf Burrus, President
Grant Development Services, Inc**

DATE: _____

CITY OF MANOR

BY: _____

**Scott Moore
City Manager, City of Manor, Texas**

DATE: _____

ATTEST:

BY: _____

**Lluvia T. Almaraz
City Secretary, City of Manor, Texas**

DATE: _____

PART II TERMS AND CONDITIONS

1. Changes to Professional Services.

COM may, from time to time, request changes in the scope of the services of GDS. Such changes, including any increase or decrease in the amount of GDS' compensation, which are mutually agreed upon by and between the COM 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.
- b. All the services required hereunder will be performed by GDS 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 approval of COM. Any work or services subcontracts hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

3. 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.

4. Address of Parties For Notices:

To: City of Manor:
Scott Moore, City Manager
PO Box 387
105 East Eggleston Street
Manor, Texas 78653

To: Grant Development Services, Inc
JGandolf Burrus, President
Post Office Box 33043 (78764)
4801 S Congress Ave, R4
Austin, Texas 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.

5. 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 GDS, its 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's performance or nonperformance of the activities, services or subject matter called for in this Agreement, 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.

6. 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 Travis County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Travis County, Texas.

7. 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.

8. Access to Information

EDA Inspectors General, the Comptroller General of the United States, 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 EDA award which are pertinent to the EDA award, in order to make audits, examinations, excerpts, and transcripts and to close out the City's EDA contract

9. 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.

10. 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.

11. Termination of Agreement

- a. COM may terminate this Agreement if, through any cause, GDS shall fail to fulfill its obligations under this Agreement in a timely manner, or if GDS shall violate any of the covenants, agreements, or stipulations of this Agreement. To effectuate GDS's termination rights, COM shall give written notice to GDS of such termination by certified mail 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 COM notice.
- b. If after the cure period cited above, the Agreement is terminated for cause by GDS, 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. In the event this Agreement is terminated by COM 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 Ninety-Five Dollars (\$95.00) per hour.

12. 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.