

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF MANOR AND
GRANT DEVELOPMENT SERVICES**

This professional services agreement (“Agreement”) is entered into this ____ day of May, 2023 (the “Effective Date”), by and between **CITY OF MANOR**, a political subdivision of the State of Texas (“City of Manor”) acting by and through its duly authorized official, Scott Moore, City Manager (“City Manager”), and **GRANT DEVELOPMENT SERVICES INC.**, a Texas corporation (“GDS”), acting by and through its duly authorized official J. Gandolf Burrus, President. City of Manor and GDS may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, City of Manor desires to engage GDS to render professional services to prepare and submit to the Texas Parks and Wildlife Department (“TPWD”) a Master Plan for Parks, Recreation and Open Spaces (the “Master Plan”).

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:

AGREEMENT

Section 1. Incorporation of Recitals. The above recitals, having been found to be true and correct, are incorporated herein by reference.

Section 2. Time of Performance. The professional services for the development of the Master Plan to be provided by GDS shall commence upon execution of this Agreement. All services required and rendered under this Agreement shall be completed no later than December 10, 2023

Section 3. Scope of Services. Upon receipt from City of Manor of a notice to proceed to develop the Master Plan, GDS shall satisfactorily complete the work as follows:

1. Conduct review of any previously submitted documents, Master Plans and applications submitted to TPWD.
2. Conduct public meetings with stakeholders and residents to document and secure public input into the Master Planning process.
3. Develop a preliminary list of recreational opportunities to be included on the public needs’ identification survey.
4. Conduct inventory of existing parks and open spaces.
5. Assist Parks Board in determining a schedule for targeting
6. Conduct inventory of City of Manor property that could be used to support grant funded recreational construction.
7. Research eligibility of properties owned by City of Manor that could be used as grant match in lieu of or in addition to cash contributions.
8. Assist City in identifying parcels of land that could be usefully donated to the City by developers.
9. Coordinate with Scott Dunlop on suitability of property offered by developers as potential park space.
10. Conduct on-line recreational needs surveys to document recreational priorities.
11. Assess Americans With Disabilities compliance in all existing recreational facilities.

12. Determine usage-based development standards.
13. Determine feasibility and options for securing funding.
14. Verify that all necessary public notices meet the state or federal requirements governing the publication of notices necessary for the Master Plan.
15. Present a draft Master Plan to Board for review and comment.
16. Submit final Master Plan to TPWD; and,
17. Secure final Master Plan approval from TPWD.

Section 4 City of Manor Responsibilities. To facilitate the commitments made by GDS, City of Manor agrees to perform the following:

1. Designate a Project Coordinator responsible for all communication with, TPWD, GDS, and any engineer participating in the planning effort.
2. Obtain from an engineer or architect the required conceptual maps layouts, maps, displays for public meetings, and estimated costs of proposed construction envisioned in the Master Plan.
3. Supply GDS with copies of all communication or correspondence received from TPWD or other Regulatory Agencies regarding this Master Plan project.
4. Provide GDS with a letter authorizing GDS as its representative, to interact with the TPWD on the behalf of City of Manor.
5. Post to the City of Manor website public communications and links to the online recreation need survey form, and,
6. Publish public notices as required by the funding agencies. GDS shall verify that all such notices meet state or federal requirements for the grant programs.

Section 5. Compensation. GDS shall be compensated by City of Manor for professional services rendered under this Agreement per the following schedule:

A. Professional Services Compensation for Texas Parks and Wildlife Department Master Plan for Parks, Recreation, and Open Spaces. The Master Plan needs survey, design, and submission services as described in Section 3: Scope of Services shall be provided to City of Manor for the sum of \$12,000.00 professional services to be invoiced as progress payments for the following milestones:

1. \$3,000.00 shall be due upon execution of this Agreement.
2. \$2,500.00 shall be due upon initiation of the public meetings and charrette to gather resident recreational needs for use in the public survey.
3. \$1,000.00 shall be invoiced during initiation of the recreational needs electronic community recreation needs survey.
4. \$1,500.00 shall be due upon Board acceptance of the results of the recreational needs community survey.
5. \$1,000.00 shall be due upon Board approval of final Master Plan.
6. \$1,000.00 shall be due upon conduct of final public hearing on Master Plan contents and proof of delivery of the completed Master Plan to TPWD; and
7. \$1,000.00 shall be due upon notification that TPWD has accepted Master Plan.

B. Out-of-Pocket Expenses for Master Plan Preparation Services. City of Manor will reimburse GDS for the hard costs incurred in connection with the preparation of the Master Plan including but not limited to, out-of-pocket expenses, for mileage, photocopies, mail and delivery charges, illustrations, maps, and photographs. This fee will not exceed \$2,500.00 without the advance written approval of City of Manor and will be billed throughout the project as incurred.

C. Invoicing. GDS shall periodically invoice progress payments to City of Manor for the fees due to GDS as described by this Section 5. City of Manor shall pay to GDS all undisputed invoiced amounts within thirty (30) days of receipt of each invoice.

Section 6. Access to Information. It is agreed that all materials, data, reports and records, illustrations or maps in the possession of City of Manor that are necessary for the carrying out of work outlined in Section 3 shall be readily facilitated and available at no cost to GDS.

Section 7. GDS Responsibilities. GDS shall comply with all requirements of any and all applicable federal, state, and local laws, rules, and regulations. 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 City of Manor is employing GDS as an independent contractor 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.

Section 8. Termination of Agreement. City of Manor 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 termination rights, City of Manor shall give written notice to GDS of such termination by certified mail, return receipt requested at the mailing address listed below at least fifteen (15) 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 City of Manor's notice of termination. If the Agreement is terminated by City of Manor prior to the submittal of the Application to TPWD, no consideration is due GDS except reimbursement for actual out-of-pocket expenses and all completed work will be billed at an hourly rate of \$95.00 per hour. Under no circumstances shall that billing exceed the original Professional Services fee of \$12,000.00. Upon termination of this Agreement, GDS and City of Manor 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.

Section 9. Additional Terms And Conditions. The Parties agree to honor and abide by the additional terms and conditions which are appended hereto as "**Attachment A**" and which are incorporated herein by reference.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereunto set their hands on the _____ Day of
April, 2023

“

CITY OF MANOR, TEXAS

Scott Moore
City Manager
City of Manor, Texas

GRANT DEVELOPMENT SERVICES INC.,

J. Gandolf Burrus
President
Grant Development Services, Inc

ATTEST:

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

ADDITIONAL TERMS AND CONDITIONS

Section 1. Changes to Professional Services. City of Manor 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 City of Manor and GDS, shall be incorporated in written amendments to this Agreement.

Section 2. Personnel. 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 City of Manor. All of 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 local, state, and federal law to perform such services. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City of Manor. Any work or services subcontracts shall be specified by written agreement and shall be subject to each provision of this Agreement.

Section 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 City of Manor; provided, however, that claims for money by GDS from City of Manor 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 City of Manor.

Section 4. Reports and Information. GDS, at such times and in such forms as the TPWD may require, shall furnish the FBCMUD#131 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.

Section 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 City of Manor 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 local, state, and federal laws, rules and regulations. GDS and City of Manor shall ensure that reasonable steps are undertaken to ensure confidentiality in the sharing of such records and information to the extent applicable.

Section 6. Findings Confidential. To the extent permitted by law, all of the reports, information, and data 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 City of Manor.

Section 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.

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

Section 9. Equal Employment Opportunity. During the performance of this Agreement, GDS agrees GDS will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap 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, creed, sex, color, handicap, sexual orientation, 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 by City of Manor setting forth the provisions of this non-discrimination clause. GDS will, in all solicitation or advertisements for employees placed by or on behalf of GDS, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin. GDS will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. GDS will include the aforementioned provisions in every subcontract or purchase order unless exempted.

Section 10. No Discrimination. GDS and City of Manor agree in the performance of this Agreement there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, disability, national origin, or veteran status and both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1974, the Americans with Disabilities Act of 1974, the Americans with Disabilities Act of 1990, and all federal rules and regulations, state laws and executive orders as applicable.

Section 11. Address of Parties For Notices.

To City of Manor:
Scott Moore, City Manager
City of Manor, Texas
105 Eggleston Street
Manor, Texas 78653

To Grant Development Services, Inc:
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.

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.

Section 13. 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 Dallas County, Texas. Venue for any legal proceedings to enforce or interpret this Agreement shall be in a court of appropriate jurisdiction in Dallas County, Texas.

Section 14. 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.

Section 15. 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.

Section 16. Amendments To Agreement. This Agreement, including the attachments thereto constitutes a legally binding contract between City of Manor and GDS. This Agreement may be amended only in writing and shall require the mutual consent of both parties.

Section 17. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original for all purposes.

Section 18. 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.