

**CENTRAL TEXAS COUNCIL OF GOVERNMENTS
CONTRACT FOR CONSULTANT SERVICES**

THE STATE OF TEXAS, COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the **CENTRAL TEXAS COUNCIL OF GOVERNMENTS**, hereinafter called CTCOG and The City of Morgan's Point Resort hereinafter called MORGAN'S POINT.

W I T N E S S E T H

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, CTCOG and MORGAN'S POINT do mutually agree as follows.

A G R E E M E N T

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto and authorizes reimbursement for supplemental planning staff activities performed **from January 11, 2023**, to termination upon MORGAN'S POINT 's final approval of work completed by CTCOG or on or about **December 31, 2023**, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

CTCOG shall undertake and complete the task as described in the attached Scope of Work, and in accordance with all terms and conditions included hereinafter.

MORGAN'S POINT shall provide assistance as appropriate and as specified in said attached scope of work, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract for the supplemental staff shall not exceed the amount of **\$30,000** MORGAN'S POINT; to be billed monthly based on reported staff time for activities in support of Morgans Point.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by both CTCOG and MORGAN'S POINT.

Article 5. Additional Work

If CTCOG is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, CTCOG shall promptly notify MORGAN'S POINT in writing. In the event that MORGAN'S POINT finds that such work does constitute additional work, MORGAN'S POINT shall so advise the consultant and provide compensation for doing the work on the same basis as the original work or MORGAN'S POINT shall advise CTCOG not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, MORGAN'S POINT will review the work as specified in the approved project description. If MORGAN'S POINT finds it necessary to request changes in previously satisfactorily completed work or parts thereof, CTCOG will make such revisions as requested and directed by MORGAN'S POINT. Such work will be considered as additional work and subject to the requirements established in Article 5.

If MORGAN'S POINT finds it necessary to require CTCOG to revise completed work to correct errors appearing therein, the consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Indemnification

The CTCOG shall save harmless MORGAN'S POINT from all claims and liability due to the acts or omissions of CTCOG, its agents or employees. The CTCOG also agrees to save harmless MORGAN'S POINT from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by MORGAN'S POINT in litigation or otherwise resisting such claims or liabilities as a result of any activities of CTCOG, its agents or employees.

Further, CTCOG agrees to protect, indemnify, and save harmless MORGAN'S POINT from and against all claims, demands and causes of action of every kind and character brought by any employee of CTCOG against MORGAN'S POINT due to personal injuries and/or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of CTCOG.

Article 8. Inspection of Work

MORGAN'S POINT and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

CTCOG shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of contract work.

Article 10. Non-collusion

CTCOG warrants that it has not employed or retained any company or person, other than a bona fide employee, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. If CTCOG breaches or violates this warranty, MORGAN'S POINT shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.

Article 11. Reporting

CTCOG shall submit performance reports that provide as a minimum (1) a comparison of actual accomplishments to the goals established for the period, (2) reasons why established goals were not met, if appropriate, and (3) other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

CTCOG shall submit a final report immediately upon completion of the contract.

CTCOG shall promptly advise MORGAN'S POINT in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

CTCOG agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of MORGAN'S POINT for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Subcontracts may be made for the development of mapping products or for public involvement publicity.

Article 14. Termination

MORGAN’S POINT may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that CTCOG has failed to comply with the conditions of the contract. MORGAN’S POINT shall give written notice to CTCOG at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by CTCOG or its subcontractor shall, at the option of MORGAN’S POINT, be delivered to MORGAN’S POINT with no restriction on future use.

MORGAN’S POINT shall compensate CTCOG for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to MORGAN’S POINT. CTCOG shall not incur new obligations for the terminated portion after the effective date of termination.

Except with respect to defaults of subcontractors, CTCOG shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by CTCOG to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of CTCOG. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of CTCOG.

Article 15. Remedies

Violation or breach of contract terms by CTCOG shall be grounds for termination of the contract, and any increased cost arising from CTCOG’s default, breach of contract, or violation of terms shall be paid by CTCOG.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Compliance With Laws

CTCOG shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, CTCOG shall furnish MORGAN'S POINT with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

MORGAN'S POINT and CTCOG each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither MORGAN'S POINT nor CTCOG shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by CTCOG or furnished to CTCOG by MORGAN'S POINT shall be delivered to and become the property of MORGAN'S POINT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to MORGAN'S POINT without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for CTCOG hereby represents and warrants that he is an officer of the organization for which he has executed this contract and that he has full and complete authority to enter into this contract on behalf of his firm.

Article 20. Consultant Resources

CTCOG warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract or will be able to obtain such personnel from sources other than MORGAN'S POINT.

Unless otherwise specified, CTCOG shall furnish all equipment, materials, and supplies required to perform the work authorized herein.

All employees of CTCOG shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CTCOG who, in the opinion of MORGAN'S POINT, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

Article 21. Equal Employment Opportunity

CTCOG agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR60).

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED
DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.**

CTCOG

MORGAN'S POINT

Jim Reed, AICP Executive Director
Central Texas Council of Governments
P. O. Box 729
Belton, TX 76513

Dennis Green, Mayor
City of Morgan's Point Resort
8 Morgan's Point Blvd.
Belton, TX 76513

ATTEST:

ATTEST:

Uryan Nelson
Director
Central Texas Council of Governments

Dalton Rice
City Manager
City of Morgan's Point Resort

APPROVED AS TO FORM