



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
May 10, 2022, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

WATCH THE LIVE BROADCAST

This meeting will be broadcast live through the City's website and by telephone. Members of the public who wish to watch this meeting, and not speak or participate in the discussion, may watch the live broadcast by

1. Going to the City's website;
2. Clicking on "GOVERNMENT";
3. Clicking on "AGENDAS AND MINUTES";
4. Clicking on the "[click here](#)" link that is located to the right of "LIVE STREAMING."

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Announcements
 - May and June calendars of upcoming holidays and meetings.

II. PUBLIC COMMENT ON AGENDA ITEMS (FOR NON-PUBLIC HEARING AGENDA ITEMS)

If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

If you wish to address the City Council on a matter not posted on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before

the meeting begins. Speakers shall have a time limit of three (3) minutes. This meeting segment is limited to a total of thirty (30) minutes.

IV. CONSENT AGENDA

Items in the Consent Agenda consist of non-controversial or “housekeeping” items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes (04-26-2022)
- B. Public Works Report
- C. City Manager Report

V. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members who serve as a liaison to a particular board or commission may report to the City Council regarding that body’s most recent and/or upcoming meetings and activities. Council members may also deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested. **Matters that require City Council action shall be considered and acted on only if an item related thereto is included in the Consent Agenda or the Regular Agenda.**

Consideration and discussion regarding the following matters, minutes and reports, which consideration and discussion may also include or pertain to individual items and projects set forth in such matters, minutes and reports, as well as related background information and plans for future completion, performance or resolution as may be necessary to understand such individual items and projects and the City’s related operation:

- A. Minutes of the City Amenities Board (*Usually Meets 4th Thursday*)
 - 1. Possible Council Liaison Report
- B. Minutes of the Farmersville Community Development Board Type B (*Usually Meets 2nd Monday*)
 - 1. Possible Council Liaison Report

C. Minutes of the FEDC Farmersville Economic Development Board Type A
(Usually Meets 3rd Thursday)

1. Possible council Liaison Report

Minutes of the Main Street Board (Usually Meets 2nd Monday)

2. Possible Council Liaison Report

D. Minutes of the Parks & Recreation Board 03-03-2022; 03-21-2022 (Usually Meets 1st Thursday)

1. Possible council Liaison Report

E. Minutes of the Planning & Zoning Commission (Usually Meets 3rd Tuesday)

1. Possible Council Liaison Report.

F. Minutes of the TIRZ Board (Meets As Needed)

1. Possible Council Liaison

VI. REGULAR AGENDA

A. Consider, discuss and act upon a Professional Services Contract With Resource Management and Consulting Co. for the 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements.

B. Consider, discuss and act upon a Professional Services Contract With Resource Management and Consulting Co. for the Pending 2022 TxCDBG Contract for Street Improvements.

C. Consider, discuss and act upon the First Amended and Restated Assignment, Assumption or Novation, of Professional Services Contract For 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements from Resource Management and Consulting Co. to GrantWorks, Inc.

D. Consider, discuss and act upon the First Amended and Restated Assignment, Assumption or Novation, of Professional Services Contract for Pending 2022 TxCDBG Contract for Street Improvements from Resource Management and Consulting Co. to GrantWorks, Inc.

E. Consider, discuss and act upon a Professional Services Contract With Dunaway|DBI, for the 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements.

F. Consider, discuss and act upon a Resolution of the City Council of the City of Farmersville, Texas, Expressing Support for and Requesting the Expedited Design and Construction of Segment 4 and Segment 5 of the Collin County Outer Loop.

G. Receive, presentation, consider, discuss and provide direction regarding Fiber Project.

H. Receive presentation, consider, discuss and provide possible direction regarding Collin County Central Appraisal District's Certified Estimates of Taxable Value.

VII. REQUESTS TO BE PLACED ON FUTURE AGENDAS

VIII. ADJOURNMENT

Dated this the 5th day of May, 2022.

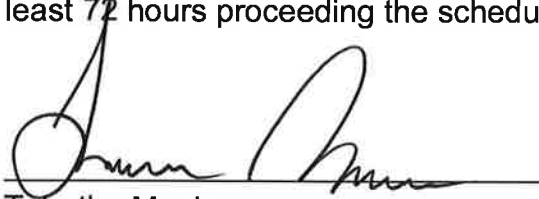


Bryon Wiebold, Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any Work Session, Special or Regular Session agenda item requiring confidential, attorney/client advise necessitated by the deliberation or discussion of said items (as needed) listed on the agenda, as authorized by Texas Government code Section 551.071(a) ("Consultation with Attorney, Closed Meeting").

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted May 5, 2022 by 8:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Tabatha Monk
City Secretary



I. Preliminary Matters

MAY 2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Early Voting 7am – 7pm	3 Early Voting 7am – 7pm	4	5 Parks & Recs Board Meeting 5:00 pm	6	7 Farmersville Market 9:00 am Election Day 7 am - 7 pm
8	9 Main Street Meeting FCDC (4B) Meeting 6:00 pm	10 City Council Meeting 6:00 pm	11	12	13	14
15	16	17 P&Z Meeting 6:00 pm	18	19 FEDC (4A) Meeting 6:00 pm	20	21
22	23	24 City Council Meeting 6:00 pm	25	26 City Amenities Board Meeting 4:00 pm	27	28
29	30 City Hall Closed – Memorial Day	31				

JUNE 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2 Parks & Recs Board Meeting 5:00 pm	3	4 Farmersville Market 9:00 am
5	6	7	8	9	10	11
12	13 Main Street Meeting 4:30 pm FCDC (4B) Meeting 6:00 pm	14 City Council Meeting 6:00 pm	15	16 FEDC (4A) Meeting 6:30 pm	17	18
19	20	21 P&Z Meeting 6:00 pm	22	23 City Amenities Board Meeting 4:00 pm	24	25
26	27	28 City Council Meeting 6:00 pm	29	30		

II. Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)

Agenda Section	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
Section Number	II.
Subject	Public Comment on agenda items (FOR NON-PUBLIC HEARING AGENDA ITEMS)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	If you wish to address the City Council on a posted item on this agenda, please fill out a "Speaker Sign-Up" card and present it to the City Secretary before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, any person wishing to address the City Council for items listed as public hearings will be recognized when the public hearing is opened. Speakers wishing to address the City Council regarding any non-public hearing item on this agenda shall have a time limit of three (3) minutes per speaker, per agenda item. The Mayor may reduce the speaker time limit uniformly to accommodate the number of speakers or improve meeting efficiency.
Action	NA

III. cITIZEN COMMENTS ON MATTERS NOT ON AGENDA

Agenda Section	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
Section Number	III
Subject	cITIZEN COMMENTS ON MATTERS NOT ON AGENDA
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	NA
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
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Action	NA

IV. Consent Agenda

Agenda Section	Consent Agenda
Section Number	IV.A
Subject	City Council Minutes 04-26-2022
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Farmersville City Council Meeting Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



**FARMERSVILLE CITY COUNCIL
REGULAR SESSION MINUTES
April 26, 2022, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Mayor, Bryon Wiebold, called the meeting to order at 6:00 p.m. Council members, Craig Overstreet, Terry Williams, Ted Wagner, Mike Henry and Lance Hudson were in attendance. City staff members City Manager, Ben White; City Secretary, Tabatha Monk, Finance Director, Daphne Hamlin; Fire Chief, Kevin Lisman, Warrant Officer, Rick Ranspot and City Attorney Alan Lathrom were also present.
- Prayer was led by Fire Chief, Kevin Lisman and the pledges to the United States and Texas flags were led by Mayor Wiebold.
- Mayor Wiebold advised citizens can check the City Calendar for any upcoming closings for holidays. Mayor Wiebold went over the Election dates and times.
- Mayor Wiebold also announced a Public Meeting, Thursday, April 28th 5:30 p.m. -7:30 p.m. at Collin College Farmersville Campus (501 S. Collin Parkway) or Virtual option, regarding the proposed new location realignment of US 380 from CR 580 to CR 699 (Hunt County Line).

II. PUBLIC COMMENT ON AGENA ITEMS (FOR NON-PUBLIC HEARING AGENDA

- There were none.

III. CITIZEN COMMENTS ON MATTERS NOT ON AGENDA

- Tommy Gilbert of 120 N. Hamilton St. spoke before the Mayor and Council.

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- A. City Council Minutes (04-12-2022)
- B. Financial Budget Report (March 2022)
 - **Councilmember Overstreet** requested to ask some questions regarding the City Financial Report.
 - **Councilmember Overstreet** made a motion to approve the Consent Agenda. **Councilmember Henry** seconded the motion to approve. The motion was approved unanimously (5-0).

V. INFORMATIONAL ITEMS

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- A. City Amenities Board
 - 1. Possible Council Liaison Report: (**Councilmember Wagner** advised no meeting.)
- B. Farmersville Community Development Board (Type B)
 - 1. Possible Council Liaison Report: (**Councilmember Henry** advised no meeting.)

- C. FEDC Farmersville Economic Development Board (Type A)
1. Possible Council Liaison Report: (**Councilmember Williams** advised no meeting).
- D. Main Street Board
1. Possible Council Liaison Report: (**Councilmember Overstreet** advised no quorum.)
- E. Parks & Recreation Board
1. Possible Council Liaison Report: (**Councilmember Wagner** advised the meeting was held and the following was discussed: the Little League is doing well and they have over 200 kids signed up at this time. They are still working on the concession stand. They spoke about the plans for Summer Music in the Park and they spoke about a charger for electric cars at the Onion Shed.)
- F. Planning & Zoning Commission
1. Possible Council Liaison Report: (**Councilmember Hudson** advised no quorum.)
- G. TIRZ Board
1. Possible Council Liaison Report: (**Councilmember Overstreet** advised no meeting.)

VI. PUBLIC HEARING

A. Conduct a Public Hearing to Consider, discuss and act on a Petition for Annexation requested by the owner of approximately 8.153 acres of land, more or less, situated withing the William Hemphill Survey, Abstract No. A 0448, Sheet 3 Tract 20, Collin County, Texas, together with accompanying ordinances and agreements.

- Mayor Wiebold opened the Public Hearing at 6:09 p.m.
- Mayor Wiebold closed the Public Hearing at 6:10 p.m.
- Mr. White updated and discussed this item.
- Mr. Latham advised this action item for the annexation will be brought back on the May 24, 2022, agenda.

VII. REGULAR AGENDA

A. "Consider, discuss and act upon a Minor Plat for 5.395 acres at 906 Walnut St. and 912 Walnut St. Hightower Addition No. 1."

- Mr. White updated the Council regarding this item and advised there was a representative at the meeting.
- Mr. Shinn spoke to Council.
- **Councilmember Williams** made a motion to approve contingent upon the items in the letter from the City Engineer.
- **Councilmember Hudson** seconded the motion.

- The motion passed unanimously (5-0).

B. "Review, discuss and act on finalizing and approving executed performance agreements between the Farmersville Community Development Corporation and the following entities:"

- 1. The City of Farmersville in the amount of \$5,530.00 funding for Cops and Rodders event.
- 2. The City of Farmersville in the amount of \$8,000.00 funding the Sparks of Freedom event.
- 3. The City of Farmersville in the amount of \$3,500.00 funding the Music in the Park project.
- 4. The City of Farmersville in the amount of \$500.00 funding the Chaparral Trail Opening Day event.
- 5. The City of Farmersville in the amount of \$70,000.00 funding of the City Park Walk Bridge project.
- Mr. White updated the Council regarding the performance agreements and recommends approval.
- **Councilmember Henry** made a motion to approve.
- **Councilmember Hudson** seconded the motion to approve.
- The motion passed unanimously (5-0).

C. Consider, discuss and act upon information regarding upgrades, improvements and information of the J.W. Spain Complex concession stand."

- Mr. White updated the City Council on this item.
- Discussion between Mr. White, Mayor and City Council regarding items for the concession stand. .
- No motion needed.

VIII. REQUEST TO BE PLACED ON FUTURE AGENDA

- **Councilmember Overstreet** request an update on the trickling arm filter.
- **Councilmember Williams** request an update on Southlake and the Prairie Grass.

IX. EXECUTIVE SESSION

- **Mayor Wiebold** called Executive Session at 6:24 p.m. to discuss the following:

Discussion of Matters Permitted by Texas Government Code Section 551.071,
CONSULTATION WITH ATTORNEY:

1. Discussion of matters protected by the attorney-client privilege:
 - a) Discussion regarding demand from Oasis RV Park.

X. RECONVENE FROM EXECUTIVE SESSION

- **Mayor Wiebold** reconvened from Executive Session at 7:02 p.m.

XI. DISCUSS/CONSIDER/ACT ON MATTERS DISCUSSED IN EXECUTIVE SESSION

- No action taken.

XII. ADJOURNMENT

Mayor Wiebold adjourned the meeting at 7:03 p.m.

APPROVE:

Bryon Wiebold, Mayor

ATTEST:

Tabatha Monk, City Secretary

Agenda Section	Consent Agenda
Section Number	IV.B
Subject	Public Works Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Public Works Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



Public Works Monthly Report

Metrics

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1. Navigate to: www.farmersvilletx.com
2. Select <OPENGOV> button
3. Navigate within OpenGOV menu to select the metric of choice

Public Works General

1. Lost time accidents for the year.
 - a. Total Number for 2021-2022: 1
 - b. Accidents in Month: 1
2. Project progress below uses the following terminology in order of maturity: concept, engineering, preconstruction, construction, completed. Completion percentages shown are tracking overall project progress through all phases.

Street System

1. Currently active projects in priority order
 - a. Farmersville/Collin Parkway, 4-lane divided (phase: construction, completion percentage: 100%)
 - b. For the last month the following streets received pothole repairs:
 - Old Josephine
 - Orange
 - Rike at Audie Murphy
 - Rolling Hills
 - Bois d' Arc
 - Santa Fe
 - Farr Hill
 - Buckskin
 - Hamilton
 - Windom
 - Hale
 - Pendleton
 - Raymond
 - Water
 - Houston

- Merit
 - Herron
 - South Main
 - Abby
 - Walnut
 - Floyd
 - Summit
 - Wilcoxsin
 - Gaddy
- c. Upcoming sign updates:
- Main Street at Candy Street
 - Main Street at Farmersville Parkway
- d. Texas Community Development Block Grant, Community Development Fund
- Reconstruction and drainage improvements, Davis (Prospect) between Rike and Austin, North Rike: Houston to Davis, Austin: Davis to Houston
 - \$350K grant, \$52.5K match
 - Grant application complete, award notification August 2022. Possible contract Dec 2022.
- e. Texas Community Development Block Grant, Main Street Development Fund
- Street and accessibility improvements, Farmersville Parkway South Main to Washington
 - \$350K grant, \$52.5K match
 - State contract start is Mar 2022. Awaiting formal contract from State to start execution.
2. Priority backlog items
- a. US Economic Development Administration (EDA) Grant
- Project being defined
 - Monetary grant ceiling defined by project
- b. Develop thoroughfare impact fees
- c. Institute railroad silent crossings

Water System

1. Currently active projects in priority order
 - a. Expand water system down CR 610 to rural customers. (phase: bid, completion percentage: 5%).
 - b. Disconnect old water line on South Rike Street.
2. The ground storage tank 75 HP spare motor and 40 HP operational motor is being tested and repaired. The 75 HP motor has been rebuilt and has been placed back into operation.
3. Large water leak repairs
 - a. None
4. Priority backlog items
 - a. Update AMI/meter system with Utility Hawk software to display customer usage.
 - b. Recoat/rehab north elevated water tank.
 - c. Replace cast iron/galvanized water lines:

- Rolling Hills galvanized water lines
 - Windom Street from 7th Street alley to Sycamore
 - Hill Street between Orange and Bois D' Arc
 - Lee Street
- d. Chlorine injection system.
 - e. Security cameras at water system focal points.

Wastewater System

1. Review of Trickling Arm Filter contract revealed the project was completed on budget for \$322K with no change orders. Preliminary findings from the engineer regarding the TWDB CWSRF fund balance indicate a balance of \$700K but this will need to be verified.
2. Currently active projects in priority order
 - a. Wastewater line reconstruction Houston to College. (phase: preconstruction, completion percentage: 98%)
 - b. Remove East Audie Murphy Parkway old lift stations.
 - c. Develop possible financial plans for interceptor line.
3. Large wastewater collection system repairs
 - a. None.
4. Priority backlog items
 - a. Floyd Road lift station reconstruction with force main.
 - b. Infiltration project: North of WWTP #1/#2, Replace crushed clay tile line between MH119 and MH129. Downstream of MH129, between 150 and 200 feet. Recommend replacing 200 feet of line downstream of MH129. This is a 15" line.
 - c. Infiltration project: Point Repair, 1746 Rike Street.
 - d. South side lift station construction
 - e. North side lift station SCADA installation
 - f. Infiltration project: Replace floor and top of MH119. Install bolt-down top. Pipe to south may be bad.

Storm Water System

1. Relocate storm water line between Main Street and City Park drainage ditch. (Backlog)

Property and Buildings

1. Currently active projects in priority order
 - a. South Lake Prairie Restoration Project
 - i. Complete.
 - b. Fixing lighting, electrical, and plumbing at the JW Spain Concession Stand and restrooms to be ready for the upcoming season. (phase: construction, completion percentage: 85%).
 - c. Design and install new bridge in City Park. (phase: engineering, completion percentage: 50%).
 - d. Plan of action developed for South Lake Park to control hydrilla and other invasive species of plants by introducing carp. Public hearing required to move forward.
 - e. Install Big Bertha emergency siren at Farmersville Heritage Museum. (phase: construction, completion percentage: 35%).
 - f. Chaparral Trail Improvements (Grant: 4 X \$200K grant/\$50K match).

- g. Rambler Park: ADA swing set and non-ADA swing set installation. Survey is complete. Architect is developing a bid package.
- 2. Priority backlog items
 - a. Install remaining banner mounts downtown.
 - b. Riding Arena: greeting sign with rules
 - c. Southlake Park: playground equipment repair

Electrical System

- 1. Substation antenna fell causing an electrical outage on 29 April 2022 around 4:30 PM. Garland is now receiving SCADA via mobile link. Farmersville link will need to be re-established.
- 2. Currently active projects in priority order
 - a. Tree trimming.
 - b. Replace burned out ballfield lights.
 - c. FISD ag barn electrification.
 - d. Tatum Elementary School electrification.
- 3. Substation and transmission line improvements (phase: concept only, completion percentage: 55%)
- 4. Priority backlog projects
 - a. Copper primary replacement, North Rike from College to Houston

Refuse System

- 1. No new news.

High Speed Internet Service

- 1. Continued work on feasibility study. Currently planning to present feasibility study to Council on 26 April 2022.
- 2. CARES Act Broadband Grant
 - a. Received final approval!
 - b. \$2.9M grant, \$730K match
- 3. American Rescue Plan Grant
 - a. \$899.4K total
 - b. Used as match for CARES Act Broadband Grant, \$899.4K total
 - c. Receiving 2 installments, \$449.7K each. First installment received.

Agenda Section	Consent Agenda
Section Number	IV.C
Subject	City Manager Report
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	City Manager Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action



City Manager Monthly Report

Metrics

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3. Navigate within OpenGOV menu to select the metric of choice

City Manager General

1. Top priority items:
 - a. Conduct successful Home Rule Election.
 - b. Establish a Code Compliance organization based on excellence.
 - c. Be ready for and promote growth.
 - i. Comprehensive Plan Update
 - ii. New Wastewater Treatment Plant
 - d. Fiber optic network business case decision.
 - e. Keep the Police and Fire Department running optimally.
 - f. Electrical system substation relocation.

Ordinances and Resolutions (In Priority Order)

1. Food Truck/Pop-up vendors ordinance. (in-progress)
2. VFW SUP Ordinance. (in-progress)
3. CR 653 at Audie Murphy Parkway (Max Knake) property annexation. (in-progress)
4. Moore/Casey Moran property annexation. CR550 at SH 78. (in-progress)
5. Resolution canvassing the home rule election. (in-progress)
6. Resolution establishing requirements for the Collin County Outer Loop. (in-progress)
7. Zoning ordinance change not allowing duplexes in commercial and retail zoned area. (in-progress)
8. Change utility ordinance to require individual water meters for single living units other than multi-family. (in-progress)
9. Create preservation/historical overlay ordinance. (in-progress)
 - a. P&Z approval of the ordinance will likely happen in June 2022.
10. Impact fee study and related ordinances. (in-progress)
11. Subdivision ordinance change to accommodate increased park land dedication and when a plat is required concerning five acres or less. (backlog)
12. Water design manual change to accommodate rural water pipe designs. (backlog)

Contracts/Agreements/Grants

1. Contract allowing FCDC to use the city engineer Dunaway/DBI. (complete)
2. Complete contracts establishing Grant Works/Charles Edwards as our grant writer. (in-progress)

3. CDBG Community Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. Awaiting award which will likely be Fall 2022. Contract expected in December 2022. (in-progress)
4. CDBG Main Street Development Fund Grant. \$350K grant/\$52.5K match. Applied for in May 2021. (in-progress)
 - a. State contract start is now Mar 2022. Awaiting formal contract from State to start execution.
5. Texas Department of Housing and Community Affairs Homeowner Reconstruction Assistance Program Grant Program. (in-progress)
 - a. Assistance to current owner-occupied properties qualified as low to moderate income. Grant or loan for reconstruction of dilapidated housing.
 - b. Requires contract with the State of Texas to offer the assistance.
 - c. Application documents are pending from Charles Edwards.
6. Collin County Open Space grant applications are pending. (backlog)
7. EDA Planning Grant. (backlog)
8. TP&W Small Communities Parks Grant 50% grant/50% match. (backlog)
9. TP&W Outdoor Recreation Grant. (backlog)
10. State of Texas Historical Preservation Grant. (backlog)

Planning/Plats/Site Plans

1. Plats/Variances
 - a. Tatum Elementary School Site Plan. (in-progress)
 - b. Fowler addition replat. (in-progress)
 - c. 906/914 Walnut Street plat. (in-progress)
2. Farmersville Parkway apartments development PD. (in-progress)
3. Fountain View Apartment concept plan for phase II. (in-progress)
4. Nerwich property re-zone to SF-3. (in-progress)
5. Update comprehensive plan. (backlog)

Policy/Procedural Changes

1. Annual review of the Investment Policy. (complete)

Customer Service Window

1. No new news.

Personnel Related Matters

1. Personnel requisition for Main Street Manager is on-hold.
2. A requisition for a new electrical lineman is in work.

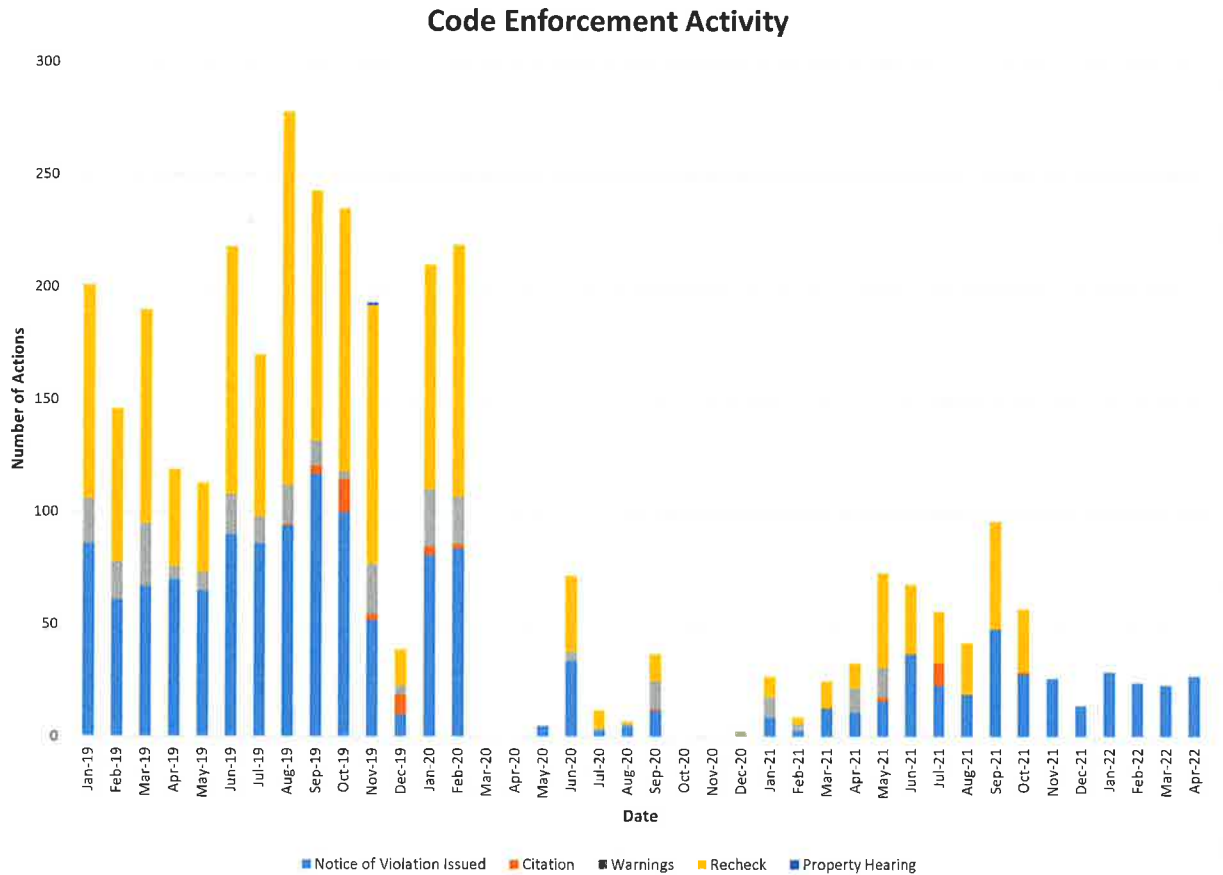
Budget/Finance

1. BrooksWatson to present audit May 24th.
2. Attended PFIA (Public Funds Investment Act) training.

Development Services

1. FISD
 - a. High School 2nd Floor addition
 - b. High School multipurpose building with practice field
2. Fountainview Apartments
 - a. 357 apartment units, 7 buildings in phase 1, 3 buildings in phase 2
3. Camden Park
 - a. Phase IV infrastructure, 110 total
 - Platting approved, awaiting infrastructure construction

- Retire development agreement
4. Code Compliance Update



Case number	Date	Address	Violation	Open/ Close
041122-1	04/11/2022	1804 Yale	Grass	Open
041122-2	04/11/2022	1906 Yale	Debris	Open
041122-3	04/11/2022	2022 Princeton	Grass	Open
041122-4	04/11/2022	2018 Princeton	Vehicle	Closed
041122-5	04/11/2022	109 University	Grass	Open
041122-6	04/11/2022	1715 Crimson	Vehicle	Open
041122-7	04/11/2022	108 Columbia	Debris	Open
041122-8	04/11/2022	106 Cornell	Debris	Open
041122-9	04/11/2022	101 Cornell	Grass	Open
042522-1	04/25/2022	112 Cornell	Vehicle	Open
042522-2	04/25/2022	1700 block of Manning	Vehicle	Open
042522-3	04/25/2022	1715 Crimson	Vehicle	Open
042522-4	04/25/2022	1815 Yale St	Vehicle	Open
042522-5	04/25/2022	109 University	Vehicle	Open
042522-6	04/25/2022	2008 Yale St	Debris	Open
042522-7	04/25/2022	202 Providence	Vehicle	Open
042622-1	04/26/2022	415 S Main St	Grass	Open
042622-2	04/26/2022	300 Gotcher St	Grass	Open
042622-3	04/26/2022	551 W Audie Murphy	Grass	Open
042622-4	04/26/2022	N&M addition blk 6 lot 20D	Grass	Open
042622-5	04/26/2022	N&M addition blk 6 lot 17B&18F	Grass	Open
042622-6	04/26/2022	510 Mimosa	Grass	Open
042622-7	04/26/2022	511 W Audie Murphy	Grass	Open
042622-8	04/26/2022	217 Sid Nelson	Grass	Open
042622-9	04/26/2022	469 W Audie Murphy	Grass	Open
042822-1	04/28/2022	909 Westgate	Grass	Open
042822-2	04/28/2022	303 N Hamilton	Drive	Open

Information Technology

1. Developed approach for upgrading servers, software, and switch hardware using the balance of the ARP funds. This will be presented to City Council on 10 May 2022.

Special Events/Projects

1. Supported preparations for the upcoming Audie Murphy Day in June.

VI. Informational Items

Agenda Section	Informational Items
Section Number	V.A
Subject	City Amenities Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.B
Subject	Farmersville Community Development Board (Type B)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.C
Subject	FEDC Farmersville Economic Development Board (Type A)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.D
Subject	Main Street Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10,2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.E
Subject	Parks & Recreation Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10,2022
Attachment(s)	1. Possible Council Liaison Report 2. Minutes
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**FARMERSVILLE CITY PARKS AND RECREATIONS BOARD
MINUTES
MARCH 3, 2022, AT 5:00 P.M.**

Present at the meeting: Miranda Martin, Misty Wiebold, Beverly Mondy, Jason Casada, Ginger Brazil, and Bryan Wood. Absent: Kiel Cathey. Also present was Ben White City Manager, Paula Jackson Staff and Lyn McCrary from the Youth League

I. PRELIMINARY MATTERS

- a. Call to Order, Roll Call 5:04

II. PUBLIC TESTIMONY REGARDING AGENDA ITEMS

III. APPROVE MINUTES

- a. February 7, 2022
- Motion made by Jason Casada to approve the minutes of the February 7th, 2022
 - Motion seconded by Bryan Wood
 - Motion carried all in favor

IV. REGULAR AGENDA

- a. Consider, discuss, and act upon JW Spain Concession Stand remodel
Ben White gave a briefing:

- He went over the list of items to be used for this project and stated all items has been researched and priced.
- The board was shown the drawing of the building which was drawn by Misty Wiebold covering the equipment and where it would be placed.
- Ben White asked the Fire Marshal about the griddle inside the building, and he stated it would be best to put a BBQ grill outside and just store it when not used.
- Masonry has been completed Plumbing is completed
- Electric is underway and lighting has been ordered the lighting will has cages in them
Heating and Air

Bryan Wood asked about fly control.

Ben White stated that he not thought about fly control and ask Bryan Wood to research this and bring back to the board what would be best
Misty Wiebold asked a few questions regarding the budget list to
Make sure all items were there, along with the lighting around the outside.

Ben White stated all items are there and at this time it is just at the

door and corner. But stated that he would do somethings to do a warm glow around the building.

Ben White ask Lyn McCrary from the Youth League if they are Ready to purchase items for the furnish the inside.

Ly McCrary stated that he would bring this up at the next meeting their board has. Lyn McCrary also stated he was very excited and pleased with what the city has done for the Complex.

- b. Consider, discuss, and act upon Summer Music in the Park
The board brain storming ideas and will bring this back to the next meeting in April for finalizing.

- Blandelles 50's, Jazz, and Clay Potter Band
- Banners need to be updated with Logo
- Advertising will be Flyers in the stores downtown and on Websites and Facebooks and on the Utility Bill by the City

- c. Consider, discuss, and act upon Rails to Trails Opening Day
April 16th

The Board throughout ideas for this project and will finalize at the April meeting. Budget for this project is \$500.00.

- Change the date on the banners
- Chiropractor hula hoop contest
- Arch with the Balloons
- Post the pictures from last year
- Music
- Fine Arts on Main Street DJ
- National rails to trails
- Display of the expansion of the trail to Celeste

V. CITY UPDATE FROM BEN WHITE

Ben White gave a report to the board on what is going on in Farmersville.

VI. DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Music in the Park

Rails to Trails Opening Day

Update on the City Park Bridge

Update on Rambler

VII. ADJOURNMENT

- Motion to Adjourn was made by Jason Casada
- Motion seconded by Misty Wiebold
- Motion carried all in favor.



Paula Jackson, Assistant to the City Manager



Miranda Martin, Chair

FARMERSVILLE CITY PARKS AND RECREATIONS BOARD
MINUTES
MARCH 21, 2022 AT 5:30PM

Present at the meeting: Miranda Martin, Jason Casada, Beverly Mondy, Ginger Brazil and Bryan WhiteManager and Paula Jackson Staff liaison.

I. PRELIMINARY MATTERS

- a. Call to Order, Roll Call: Miranda Martin Call the meeting to order at 5:40 P.M.

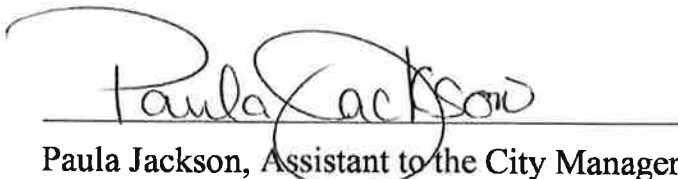
II. REGULAR AGENDA

- A. Consider, discuss, restoration of City Park bridge and walls
 - Ben White presented the Parks and Recreation Board with the Drawing of the City Park Bridge. This project will be presented at the next CDC Meeting for them to consider a budget amendment to fund this project.
- B. Consider discuss with possible action the Architects lay out and plan for Rambler Park
 - Ben White presented architectural drawings of Rambler Park and updated them on the progress made.
- C. Update on JW Spain Concession Stand
 - Ben White updated the board on the progress since there last meeting.

III. ADJOURNMENT 6:03



Miranda Martin, Chair


Paula Jackson, Assistant to the City Manager

FARMERSVILLE CITY PARKS AND RECREATIONS BOARD
MINUTES
MARCH 21, 2022 AT 5:30PM

Present at the meeting: Miranda Martin, Jason Casada, Beverly Mondy, Ginger Brazil and Bryan WhiteManager and Paula Jackson Staff liaison.

I. PRELIMINARY MATTERS

- a. Call to Order, Roll Call: Miranda Martin Call the meeting to order at 5:40 P.M.

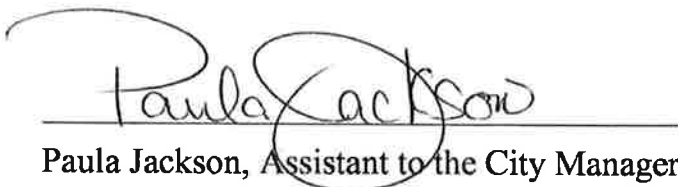
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 - Ben White updated the board on the progress since there last meeting.

III. ADJOURNMENT 6:03



Miranda Martin, Chair


Paula Jackson, Assistant to the City Manager

Agenda Section	Informational Items
Section Number	V.F
Subject	Planning & Zoning Commission
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Informational Items
Section Number	V.G
Subject	TIRZ Board
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	1. Possible Council Liaison Report
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	City Council discussion as required.
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

VI. REGULAR AGENDA

Agenda Section	Regular Agenda
Section Number	VII. A
Subject	Resouce Management for 2021 TxCDBG Street Improvements
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice and back-up
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

THE STATE OF TEXAS § **PROFESSIONAL SERVICES CONTRACT**
 § **(Other Than Architectural / Engineering Services)**
COUNTY OF COLLIN § **with RESOURCE MANAGEMENT AND**
 CONSULTING CO.

THIS CONTRACT is entered into on the 1st day of March 2022,¹ by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **RESOURCE MANAGEMENT AND CONSULTING CO.**, ("hereinafter referred to as "CONSULTANT") whose address is P.O. Box 6038, Paris, Texas 75461.

W I T N E S S E T H:

WHEREAS, CITY desires to implement the Main Street program project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture ("TDA"); and

WHEREAS, CITY desires to engage CONSULTANT to render certain administration services in connection with this 2021 TxCDBG Project CDM21—0423; and

WHEREAS, CITY more particularly desires to obtain professional services from CONSULTANT for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements; and

WHEREAS, CONSULTANT is a professional management services firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

¹ If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily provided by competent members of the state and federal grant writing, administration and management professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

CONSULTANT hereby certifies, by entering into this Contract, 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 (1986) and 12689 (1989). CONSULTANT 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."

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty-Five Thousand and Zero/100^{ths} Dollars (\$25,000.00) ("Total Payment Amount"). This Total Payment Amount includes CONSULTANT's "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on a percent project basis in accordance with Attachment "B" hereto entitled "Payment Schedule" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips, or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the CONSULTANT. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause, or no cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance Requirements

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The CONSULTANT shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Farmersville
c/o City Manager
205 S. Main Street
Farmersville, Tx 75442.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or

negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

- B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:
1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Farmersville, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.
 3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to

maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

IX.

Right to Inspect Records

CONSULTANT agrees that CITY and, by and through the aforementioned 2021 TxCDBG Project CDM21—0423 grant, the U.S. Department of Housing and Urban Development (“HUD”), Inspectors General, the Comptroller General of the United States, and the TDA (collectively “Other Governmental Agencies”) shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY and the Other Governmental Agencies shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY and Other Governmental Agencies shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY and Other Governmental Agencies shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph.

CONSULTANT also agrees to retain and will require all of its subcontractors (if any) to retain, all directly pertinent books, documents, papers and records involving transactions relating to this Contract and any subcontract(s) for a period of at least three (3) years following receipt of final payment and the closing out of all related matters.

X.

Successors and Assigns

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working

drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

XII. INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the CITY shall have the right to approve counsel to be retained by CONSULTANT in fulfilling its obligation to defend and indemnify the CITY. CONSULTANT shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If CONSULTANT does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the CONSULTANT shall pay these reasonable attorneys' fees in proportion to the

CONSULTANT'S liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV.

Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:

(1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,

(2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. CONSULTANT also covenants and agrees that CONSULTANT shall take appropriate steps to assure that no member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in the CONSULTANT or this Contract. CONSULTANT further covenants and agrees that CONSULTANT shall take appropriate steps to assure that no other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in the CONSULTANT or this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the “unsworn declaration” which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII.

Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, “Confidential Information” means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term “Confidential Information” shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM
City Manager
City of Farmersville
205 S. Main Street
Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Charles Edwards
Vice President
Resource Management and
Consulting Co.
P.O. Box 6038
Paris, Texas 75461

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Federal Civil Rights Compliance

- A. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this Contract, the CONSULTANT agrees as follows:

1. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT 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. CONSULTANT 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.

2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. CONSULTANT 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.

4. CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. CONSULTANT 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.

7. In the event of CONSULTANT'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 CONSULTANT 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.

8. CONSULTANT will include the portion of the sentence immediately preceding paragraph A. and the provisions of subparagraphs (1) through (8) 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. CONSULTANT 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 CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- B. 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.
- C. Section 109 of the Housing and Community Development Act of 1974. CONSULTANT shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- D. Section 504 Rehabilitation Act of 1973, as amended. CONSULTANT 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.
- E. Age Discrimination Act of 1975. CONSULTANT 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.

XX.
CITY Program Liaison

For purposes of this Contract the Mayor and the City Manager are designated as the Local Program Liaisons and primary points of contact for the CONSULTANT. All required progress reports and communication regarding the project shall be directed to these two liaisons and other local personnel as appropriate.

XXI.
Applicable Law

The Contract is entered into subject to the Farmersville Code, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

XXII.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXIV.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXVII.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVIII.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XXIX.
No Boycotting of Israel

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this

contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXX.

No Boycotting of Energy Companies

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

XXXI.

No Boycotting of any Firearm Entity or Firearm Trade Association

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF FARMERSVILLE

By: _____
BENJAMIN L. WHITE, P.E., CPM
City Manager

Date Signed: _____

ATTEST:

TABATHA MONK
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

***RESOURCE MANAGEMENT AND
CONSULTING CO.***

By: _____
CHARLES EDWARDS
Vice President

Date Signed: _____

Attachment "A"

Scope of Services

(Consisting of following 3 pages.)

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 the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report for City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property (additional fees may apply):
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.(additional fees may apply)
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition (additional fees may apply)

1. Prepare required acquisition reports(s).
2. Obtain 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. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Make ten-day call to TDA.
8. Verify construction contractor eligibility with TDA.
9. Review construction contract.
10. Conduct pre-construction conference and prepare minutes.
11. Submit any reports of additional classification and rates to TDA as provided by construction contractor.
12. Issue Notice of Start of Construction to TDA.
13. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
14. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
16. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

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

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing 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 TxDBG audit guidelines.

Attachment "B"

Payment Schedule

City shall reimburse RMCC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	20%
• Completion of Environmental/Special Conditions Clearance	20%
Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	15%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

Agenda Section	Regular Agenda
Section Number	VII. B
Subject	Resouce Management for 2022 TxCDBG Street Improvements
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice and back-up
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

[illegible]

THIS CONTRACT is entered into on this 1st day of March 2022,¹ by and between the ***CITY OF FARMERSVILLE, TEXAS***, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and ***RESOURCE MANAGEMENT AND CONSULTING CO.***, ("hereinafter referred to as "CONSULTANT") whose address is P.O. Box 6038, Paris, Texas 75461.

WITNESSETH:

WHEREAS, CITY desires to implement the Community Development program project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture ("TDA"); and

WHEREAS, CITY desires to engage CONSULTANT to render certain administration services in connection with the CITY's Pending 2022 TxCDBG Contract for Street Improvements; and

WHEREAS, CITY more particularly desires to obtain professional services from CONSULTANT for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements; and

WHEREAS, CONSULTANT is a professional management services firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

1 If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily provided by competent members of the state and federal grant writing, administration and management professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

CONSULTANT hereby certifies, by entering into this Contract, 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 (1986) and 12689 (1989). CONSULTANT 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."

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.
Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty-Five Thousand and Zero/100^{ths} Dollars (\$25,000.00) ("Total Payment Amount"). This Total Payment Amount includes CONSULTANT's "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on a percent project basis in accordance with Attachment "B" hereto

entitled "Payment Schedule" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips, or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the CONSULTANT. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of

this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

V.

Term

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.

Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause, or no cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance Requirements

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The CONSULTANT shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Farmersville
c/o City Manager
205 S. Main Street
Farmersville, Tx 75442.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or

negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

- B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:
1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Farmersville, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.
 3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to

maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

IX.
Right to Inspect Records

CONSULTANT agrees that CITY and, by and through the aforementioned Pending 2022 TxCDBG Contract for Street Improvements grant, the U.S. Department of Housing and Urban Development ("HUD"), Inspectors General, the Comptroller General of the United States, and the TDA (collectively "Other Governmental Agencies") shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY and the Other Governmental Agencies shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY and Other Governmental Agencies shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY and Other Governmental Agencies shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph.

X.
Successors and Assigns

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.
CONSULTANT's Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working

drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

XII. INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the CITY shall have the right to approve counsel to be retained by CONSULTANT in fulfilling its obligation to defend and indemnify the CITY. CONSULTANT shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If CONSULTANT does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the CONSULTANT shall pay these reasonable attorneys' fees in proportion to the CONSULTANT'S liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said

coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,

(2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. Changes

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XVI. Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. CONSULTANT also covenants and agrees that CONSULTANT shall take appropriate steps to assure that no member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in the CONSULTANT or this Contract. CONSULTANT further covenants and agrees that CONSULTANT shall take appropriate steps to assure that no other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in the CONSULTANT or this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The

CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII.

Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM
City Manager
City of Farmersville
205 S. Main Street
Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Charles Edwards
Vice President
Resource Management and
Consulting Co.
P.O. Box 6038
Paris, Texas 75461

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Federal Civil Rights Compliance

- A. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this Contract, the CONSULTANT agrees as follows:

1. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT 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. CONSULTANT 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.

2. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. CONSULTANT 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.
4. CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONSULTANT 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.
7. In the event of CONSULTANT'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 CONSULTANT 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.

8. CONSULTANT will include the portion of the sentence immediately preceding paragraph A. and the provisions of subparagraphs (1) through (8) 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. CONSULTANT 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 CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

B. 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.

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

D. Section 504 Rehabilitation Act of 1973, as amended. CONSULTANT 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.

E. Age Discrimination Act of 1975. CONSULTANT 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.

XX.
CITY Program Liaison

For purposes of this Contract the Mayor and the City Manager are designated as the Local Program Liaisons and primary points of contact for the CONSULTANT. All required progress reports and communication regarding the project shall be directed to these two liaisons and other local personnel as appropriate.

XXI.
Applicable Law

The Contract is entered into subject to the Farmersville Code, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

XXII.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXIV.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXVII.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVIII.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XXIX.
No Boycotting of Israel

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this

contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXX.

No Boycotting of Energy Companies

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

XXXI.

No Boycotting of any Firearm Entity or Firearm Trade Association

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

[Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF FARMERSVILLE

By: _____
BENJAMIN L. WHITE, P.E., CPM
City Manager

Date Signed: _____

ATTEST:

TABATHA MONK
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

***RESOURCE MANAGEMENT AND
CONSULTING CO.***

By: _____
CHARLES EDWARDS
Vice President

Date Signed: _____

Attachment "A"

Scope of Services

(Consisting of following 3 pages.)

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 the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report for City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property (additional fees may apply):
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.(additional fees may apply)
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition (additional fees may apply)

1. Prepare required acquisition reports(s).
2. Obtain 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. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Make ten-day call to TDA.
8. Verify construction contractor eligibility with TDA.
9. Review construction contract.
10. Conduct pre-construction conference and prepare minutes.
11. Submit any reports of additional classification and rates to TDA as provided by construction contractor.
12. Issue Notice of Start of Construction to TDA.
13. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
14. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
16. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

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

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing 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 TxCDBG audit guidelines.

Attachment "B"

Payment Schedule

City shall reimburse RMCC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	20%
• Completion of Environmental/Special Conditions Clearance	20%
Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	15%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

Agenda Section	Regular Agenda
Section Number	VII. C
Subject	Grantworks
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice and back-up
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

THE STATE OF TEXAS § **FIRST AMENDED AND RESTATED ASSIGNMENT,**
 § **AND ASSUMPTION OR NOVATION, OF**
COUNTY OF COLLIN § **PROFESSIONAL SERVICES CONTRACT**

This ***First Amended and Restated Assignment, and Assumption or Novation, of Professional Services Contract*** ("Contract") is entered into on this _____ day of _____, 20____,¹ by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **RESOURCE MANAGEMENT AND CONSULTING CO.**, ("hereinafter referred to as "RMCC") whose address is P.O. Box 6038, Paris, Texas 75461, and **GRANTWORKS, INC.**, a Texas Corporation, ("hereinafter referred to as "GRANTWORKS") whose address is 2201 Northland Drive, Austin, Texas 78756.

W I T N E S S E T H:

WHEREAS, CITY entered into a Professional Services Contract with RMCC for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements dated March 1, 2022 (the "Professional Services Contract"),

WHEREAS, the Professional Services Contract prohibits both the CITY and the RMCC from assigning or transferring its respective interest in the Professional Services Contract without the prior written consent of the other party; and

WHEREAS, certain of RMCC's rights, assets, and liabilities have been sold to and purchased by GRANTWORKS; and

WHEREAS, RMCC desires to assign to GRANTWORKS all of RMCC's right, title, and interest in and to the Professional Services Contract; and

WHEREAS, GRANTWORKS desires to accept such assignment and to assume all of RMCC's obligations to perform and provide all of the obligations, responsibilities and liabilities (the "Services") identified in and existing by, through and under the Professional Services Contract and to become bound to perform and provide all of the Services as the "Consultant" by, through and under the Professional Services Contract just as though GRANTWORKS was the original Consultant identified therein and to effect

¹ If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

a novation of said Professional Services Contract between CITY and GRANTWORKS for the same consideration;

WHEREAS, CITY desires to implement the Main Street program project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture ("TDA"); and

WHEREAS, CITY now desires to engage GRANTWORKS to render certain administration services in connection with this 2021 TxCDBG Project CDM21—0423; and

WHEREAS, CITY now desires more particularly to obtain said professional services from GRANTWORKS for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements; and

WHEREAS, GRANTWORKS is a professional management services firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of GRANTWORKS

GRANTWORKS will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily provided by competent members of the state and federal grant writing, administration and management professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional. If GRANTWORKS is representing that it has special expertise in one or more areas to be utilized in this Contract, then GRANTWORKS agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

GRANTWORKS hereby certifies, by entering into this Contract, 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 (1986) and 12689 (1989). GRANTWORKS 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."

II. Scope of Services

GRANTWORKS shall perform such services as are necessary to provide project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's 2021 TxCDBG Main Street Contract CDM21-0423 for Street Improvements specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty-Five Thousand and Zero/100^{ths} Dollars (\$25,000.00) less any amounts previously paid to RMCC ("Total Payment Amount"). This Total Payment Amount includes GRANTWORKS' "Reimbursable Expenses" as defined herein below.

GRANTWORKS will bill CITY for the performance and delivery of the services described herein on a percent project basis in accordance with Attachment "B" hereto entitled "Payment Schedule" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips, or expenses are requested, GRANTWORKS will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

GRANTWORKS will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to GRANTWORKS' performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable

rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to GRANTWORKS' performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the GRANTWORKS. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the GRANTWORKS.

Each month GRANTWORKS will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by GRANTWORKS' approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if GRANTWORKS is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay GRANTWORKS equitable compensation for such services. In any event, when GRANTWORKS is directed to revise or expand the scope of services under this Section of the Contract, GRANTWORKS shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to GRANTWORKS undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by GRANTWORKS that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

V.
Term

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause, or no cause, by providing GRANTWORKS thirty (30) days written notice of such termination. Upon receipt of such notice, GRANTWORKS shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. GRANTWORKS shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by GRANTWORKS through the date such written notice of termination is received by GRANTWORKS.

VII.
Ownership of Documents

All materials and documents prepared or assembled by GRANTWORKS under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. GRANTWORKS may retain copies of all drawings, specifications and all other pertinent information for the work in GRANTWORKS' files. GRANTWORKS shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance Requirements

- A. Before commencing work, the GRANTWORKS shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The GRANTWORKS shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Farmersville
c/o City Manager
205 S. Main Street
Farmersville, Tx 75442.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the GRANTWORKS becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

B. With reference to the foregoing required insurance, the GRANTWORKS agrees to the following:

1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Farmersville, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that GRANTWORKS' insurance carrier may owe to CITY as an additional insured under the GRANTWORKS' general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether

one or more, regardless of the proportionate responsibility or liability of the GRANTWORKS or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either GRANTWORKS, GRANTWORKS' insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
 - D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
 - E. The GRANTWORKS shall require any contractors, sub-contractors, and other persons doing business with or for the GRANTWORKS related to the work to maintain at least the insurance as required, or their liability shall be covered by the GRANTWORKS.

IX.

Right to Inspect Records

GRANTWORKS agrees that CITY and, by and through the aforementioned 2021 TxCDBG Project CDM21—0423 grant, the U.S. Department of Housing and Urban Development ("HUD"), Inspectors General, the Comptroller General of the United States, and the TDA (collectively "Other Governmental Agencies") shall have access to and the right to examine any directly pertinent books, documents, papers and records of GRANTWORKS involving transactions relating to this Contract. GRANTWORKS agrees that CITY and the Other Governmental Agencies shall have access during normal working hours to all necessary GRANTWORKS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.

GRANTWORKS further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY and Other Governmental Agencies shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY and Other Governmental Agencies shall have access during normal working hours to all such engineer or sub-contractor facilities and

shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph.

GRANTWORKS also agrees to retain and will require all of its subcontractors (if any) to retain, all directly pertinent books, documents, papers and records involving transactions relating to this Contract and any subcontract(s) for a period of at least three (3) years following receipt of final payment and the closing out of all related matters.

X.

Successors and Assigns

CITY and GRANTWORKS each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor GRANTWORKS shall assign or transfer its interest herein without the prior written consent of the other.

XI.

GRANTWORKS' Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of GRANTWORKS, its employees, associates, agents or GRANTWORKSs for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said GRANTWORKS, its employees, associates, agents or sub-GRANTWORKSs.

XII.

INDEMNIFICATION

GRANTWORKS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM GRANTWORKS' PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF GRANTWORKS, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER GRANTWORKS OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH GRANTWORKS IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN

TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE GRANTWORKS' LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the CITY shall have the right to approve counsel to be retained by GRANTWORKS in fulfilling its obligation to defend and indemnify the CITY. GRANTWORKS shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If GRANTWORKS does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the GRANTWORKS shall pay these reasonable attorneys' fees in proportion to the GRANTWORKS' liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

XIII.

Independent Contractor

GRANTWORKS' status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of GRANTWORKS or CITY under this Contract shall be construed as changing that status. GRANTWORKS will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and GRANTWORKS, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and GRANTWORKS.

XIV.

Default

If at any time during the term of this Contract, GRANTWORKS shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently

provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if GRANTWORKS shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to GRANTWORKS' nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to GRANTWORKS hereunder, GRANTWORKS shall be liable for and shall reimburse CITY for such excess. GRANTWORKS' liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for GRANTWORKS' default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage GRANTWORKS is required to purchase and maintain under this Contract plus any deductible amount to be paid by GRANTWORKS in conjunction with said coverage regardless of whether GRANTWORKS has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. **Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and GRANTWORKS shall be incorporated by written modification to this Contract.

XVI.
Conflict of Interest

GRANTWORKS covenants and agrees that GRANTWORKS and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. GRANTWORKS also covenants and agrees that GRANTWORKS shall take appropriate steps to assure that no member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in GRANTWORKS or this Contract. GRANTWORKS further covenants and agrees that GRANTWORKS shall take appropriate steps to assure that no other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in GRANTWORKS or this Contract. All activities, investigations and other efforts made by GRANTWORKS pursuant to this Contract will be conducted by employees, associates or subcontractors of GRANTWORKS.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, GRANTWORKS shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time GRANTWORKS submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The GRANTWORKS must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the GRANTWORKS must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII.
Confidential Information

GRANTWORKS hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. GRANTWORKS shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by GRANTWORKS or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of GRANTWORKS, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until GRANTWORKS is otherwise notified:

Benjamin L. White, P.E., CPM
City Manager
City of Farmersville
205 S. Main Street
Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to GRANTWORKS shall be sent to the address of GRANTWORKS as follows, unless and until CITY is otherwise notified:

GrantWorks, Inc.
2201 Northland Drive
Austin, Texas 78756

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Federal Civil Rights Compliance

A. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this Contract, the CONSULTANT agrees as follows:

1. GRANTWORKS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. GRANTWORKS 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. GRANTWORKS 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.

2. GRANTWORKS will, in all solicitations or advertisements for employees placed by or on behalf of GRANTWORKS; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. GRANTWORKS 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.

4. GRANTWORKS 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 GRANTWORKS' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. GRANTWORKS will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. GRANTWORKS 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.

7. In the event of GRANTWORKS' 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 GRANTWORKS 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.

8. GRANTWORKS will include the portion of the sentence immediately preceding paragraph A. and the provisions of subparagraphs (1) through (8) 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. GRANTWORKS 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 GRANTWORKS may request the United States to enter into such litigation to protect the interests of the United States.

B. 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.

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

D. Section 504 Rehabilitation Act of 1973, as amended. GRANTWORKS 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.

E. Age Discrimination Act of 1975. GRANTWORKS 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.

XX.

CITY Program Liaison

For purposes of this Contract the Mayor and the City Manager are designated as the Local Program Liaisons and primary points of contact for GRANTWORKS. All required progress reports and communication regarding the project shall be directed to these two liaisons and other local personnel as appropriate.

XXI.

Applicable Law

The CONTRACT is entered into subject to the Farmersville Code, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. GRANTWORKS will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with GRANTWORKS' income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

XXII.

Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXIV.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXVII.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVIII.
No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and GRANTWORKS) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way

intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or GRANTWORKS or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or GRANTWORKS.

XXIX.

No Boycotting of Israel

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXX.

No Boycotting of Energy Companies

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

XXXI8.

No Boycotting of any Firearm Entity or Firearm Trade Association

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF FARMERSVILLE

By: _____
BENJAMIN L. WHITE, P.E., CPM
City Manager

Date Signed: _____

ATTEST:

TABATHA MONK
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

***All Rights, Benefits, Responsibilities,
Obligations, and Liabilities are Hereby
Assigned By:***

**RESOURCE MANAGEMENT AND
CONSULTING CO.**

By: _____
CHARLES EDWARDS
Vice President

Date Signed: _____

***All Rights, Responsibilities, Obligations,
and Liabilities are Hereby Assumed and
Accepted By:***

GRANTWORKS, INC., a Texas Corporation

By: _____
BRUCE J SPITZENGL
President & Director

Date Signed: _____

Attachment "A"

Scope of Services

(Consisting of following 3 pages.)

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 the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report for City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property (additional fees may apply):
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.(additional fees may apply)
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition (additional fees may apply)

1. Prepare required acquisition reports(s).
2. Obtain 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. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Make ten-day call to TDA.
8. Verify construction contractor eligibility with TDA.
9. Review construction contract.
10. Conduct pre-construction conference and prepare minutes.
11. Submit any reports of additional classification and rates to TDA as provided by construction contractor.
12. Issue Notice of Start of Construction to TDA.
13. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
14. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
16. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

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

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing 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 TxCDBG audit guidelines.

Attachment "B"

Payment Schedule

City shall reimburse RMCC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	20%
• Completion of Environmental/Special Conditions Clearance	20%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	15%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

Agenda Section	Regular Agenda
Section Number	VII. D
Subject	Grantworks
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice and back-up
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

THE STATE OF TEXAS § **FIRST AMENDED AND RESTATED ASSIGNMENT,**
 § **AND ASSUMPTION OR NOVATION, OF**
COUNTY OF COLLIN § **PROFESSIONAL SERVICES CONTRACT**

This ***First Amended and Restated Assignment, and Assumption or Novation, of Professional Services Contract*** ("Contract") is entered into on this _____ day of _____, 20____,¹ by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **RESOURCE MANAGEMENT AND CONSULTING CO.**, ("hereinafter referred to as "RMCC") whose address is P.O. Box 6038, Paris, Texas 75461, and **GRANTWORKS, INC.**, a Texas Corporation, ("hereinafter referred to as "GRANTWORKS") whose address is 2201 Northland Drive, Austin, Texas 78756.

W I T N E S S E T H:

WHEREAS, CITY entered into a Professional Services Contract with RMCC for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements dated March 1, 2022 (the "Professional Services Contract"),

WHEREAS, the Professional Services Contract prohibits both the CITY and the RMCC from assigning or transferring its respective interest in the Professional Services Contract without the prior written consent of the other party; and

WHEREAS, certain of RMCC's rights, assets, and liabilities have been sold to and purchased by GRANTWORKS; and

WHEREAS, RMCC desires to assign to GRANTWORKS all of RMCC's right, title, and interest in and to the Professional Services Contract; and

WHEREAS, GRANTWORKS desires to accept such assignment and to assume all of RMCC's obligations to perform and provide all of the obligations, responsibilities and liabilities (the "Services") identified in and existing by, through and under the Professional Services Contract and to become bound to perform and provide all of the Services as the "Consultant" by, through and under the Professional Services Contract just as though GRANTWORKS was the original Consultant identified therein and to effect

¹ If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

a novation of said Professional Services Contract between CITY and GRANTWORKS for the same consideration;

WHEREAS, CITY desires to implement the Community Development program project under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture ("TDA"); and

WHEREAS, CITY now desires to engage GRANTWORKS to render certain administration services in connection with the CITY's Pending 2022 TxCDBG Contract for Street Improvements; and

WHEREAS, CITY now desires more particularly to obtain said professional services from GRANTWORKS for project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements; and

WHEREAS, GRANTWORKS is a professional management services firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of GRANTWORKS

GRANTWORKS will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily provided by competent members of the state and federal grant writing, administration and management professions, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent professional. If GRANTWORKS is representing that it has special expertise in one or more areas to be utilized in this Contract, then GRANTWORKS agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

GRANTWORKS hereby certifies, by entering into this Contract, 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 (1986) and 12689 (1989). GRANTWORKS 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."

II. Scope of Services

GRANTWORKS shall perform such services as are necessary to provide project management, financial management, environmental review, acquisition, construction management, Fair Housing/EEOC, and audit services for the CITY's Pending 2022 TxCDBG Contract for Street Improvements specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III. Payment for Services

Total payment for services described herein shall be a sum not to exceed Twenty-Five Thousand and Zero/100^{ths} Dollars (\$25,000.00) less any amounts previously paid to RMCC ("Total Payment Amount"). This Total Payment Amount includes GRANTWORKS' "Reimbursable Expenses" as defined herein below.

GRANTWORKS will bill CITY for the performance and delivery of the services described herein on a percent project basis in accordance with Attachment "B" hereto entitled "Payment Schedule" and will also bill CITY for the "Reimbursable Expenses" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips, or expenses are requested, GRANTWORKS will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

GRANTWORKS will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to GRANTWORKS' performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable

Expenses"). Any expenses the CITY determines are not reasonable and directly related to GRANTWORKS' performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the GRANTWORKS. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the GRANTWORKS.

Each month GRANTWORKS will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by GRANTWORKS' approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if GRANTWORKS is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.

Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay GRANTWORKS equitable compensation for such services. In any event, when GRANTWORKS is directed to revise or expand the scope of services under this Section of the Contract, GRANTWORKS shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to GRANTWORKS undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by GRANTWORKS that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

V.
Term

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause, or no cause, by providing GRANTWORKS thirty (30) days written notice of such termination. Upon receipt of such notice, GRANTWORKS shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. GRANTWORKS shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by GRANTWORKS through the date such written notice of termination is received by GRANTWORKS.

VII.
Ownership of Documents

All materials and documents prepared or assembled by GRANTWORKS under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. GRANTWORKS may retain copies of all drawings, specifications and all other pertinent information for the work in GRANTWORKS' files. GRANTWORKS shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance Requirements

- A. Before commencing work, the GRANTWORKS shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The GRANTWORKS shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Farmersville
c/o City Manager
205 S. Main Street
Farmersville, Tx 75442.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the GRANTWORKS becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

B. With reference to the foregoing required insurance, the GRANTWORKS agrees to the following:

1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
2. The City of Farmersville, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that GRANTWORKS' insurance carrier may owe to CITY as an additional insured under the GRANTWORKS' general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether

one or more, regardless of the proportionate responsibility or liability of the GRANTWORKS or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either GRANTWORKS, GRANTWORKS' insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.

3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
 - D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
 - E. The GRANTWORKS shall require any contractors, sub-contractors, and other persons doing business with or for the GRANTWORKS related to the work to maintain at least the insurance as required, or their liability shall be covered by the GRANTWORKS.

IX.

Right to Inspect Records

GRANTWORKS agrees that CITY and, by and through the aforementioned Pending 2022 TxCDBG Contract for Street Improvements, the U.S. Department of Housing and Urban Development ("HUD"), Inspectors General, the Comptroller General of the United States, and the TDA (collectively "Other Governmental Agencies") shall have access to and the right to examine any directly pertinent books, documents, papers and records of GRANTWORKS involving transactions relating to this Contract. GRANTWORKS agrees that CITY and the Other Governmental Agencies shall have access during normal working hours to all necessary GRANTWORKS facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section.

GRANTWORKS further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY and Other Governmental Agencies shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY and Other Governmental Agencies shall have access during normal working hours to all such engineer or sub-contractor facilities and

shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph.

GRANTWORKS also agrees to retain and will require all of its subcontractors (if any) to retain, all directly pertinent books, documents, papers and records involving transactions relating to this Contract and any subcontract(s) for a period of at least three (3) years following receipt of final payment and the closing out of all related matters.

X.

Successors and Assigns

CITY and GRANTWORKS each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor GRANTWORKS shall assign or transfer its interest herein without the prior written consent of the other.

XI.

GRANTWORKS' Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of GRANTWORKS, its employees, associates, agents or GRANTWORKSs for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said GRANTWORKS, its employees, associates, agents or sub-GRANTWORKSs.

XII.

INDEMNIFICATION

GRANTWORKS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM GRANTWORKS' PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF GRANTWORKS, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER GRANTWORKS OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH GRANTWORKS IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN

TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE GRANTWORKS' LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the CITY shall have the right to approve counsel to be retained by GRANTWORKS in fulfilling its obligation to defend and indemnify the CITY. GRANTWORKS shall retain approved counsel for the CITY within seven (7) business days after receiving written notice from the CITY that it is invoking its right to indemnification under this Contract. If GRANTWORKS does not retain counsel for the CITY within the required time, then the CITY shall have the right to retain counsel and the GRANTWORKS shall pay these reasonable attorneys' fees in proportion to the GRANTWORKS' liability plus expenses. The CITY retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to take such action.

XIII.
Independent Contractor

GRANTWORKS' status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of GRANTWORKS or CITY under this Contract shall be construed as changing that status. GRANTWORKS will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and GRANTWORKS, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and GRANTWORKS.

XIV.
Default

If at any time during the term of this Contract, GRANTWORKS shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently

provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if GRANTWORKS shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to GRANTWORKS' nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to GRANTWORKS hereunder, GRANTWORKS shall be liable for and shall reimburse CITY for such excess. GRANTWORKS' liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for GRANTWORKS' default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage GRANTWORKS is required to purchase and maintain under this Contract plus any deductible amount to be paid by GRANTWORKS in conjunction with said coverage regardless of whether GRANTWORKS has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. **Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and GRANTWORKS shall be incorporated by written modification to this Contract.

XVI.
Conflict of Interest

GRANTWORKS covenants and agrees that GRANTWORKS and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. GRANTWORKS also covenants and agrees that GRANTWORKS shall take appropriate steps to assure that no member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in GRANTWORKS or this Contract. GRANTWORKS further covenants and agrees that GRANTWORKS shall take appropriate steps to assure that no other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in GRANTWORKS or this Contract. All activities, investigations and other efforts made by GRANTWORKS pursuant to this Contract will be conducted by employees, associates or subcontractors of GRANTWORKS.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, GRANTWORKS shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time GRANTWORKS submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The GRANTWORKS must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the GRANTWORKS must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII.
Confidential Information

GRANTWORKS hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. GRANTWORKS shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by GRANTWORKS or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of GRANTWORKS, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until GRANTWORKS is otherwise notified:

Benjamin L. White, P.E., CPM
City Manager
City of Farmersville
205 S. Main Street
Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to GRANTWORKS shall be sent to the address of GRANTWORKS as follows, unless and until CITY is otherwise notified:

GrantWorks, Inc.
2201 Northland Drive
Austin, Texas 78756

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Federal Civil Rights Compliance

A. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this Contract, the CONSULTANT agrees as follows:

1. GRANTWORKS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. GRANTWORKS 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. GRANTWORKS 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.

2. GRANTWORKS will, in all solicitations or advertisements for employees placed by or on behalf of GRANTWORKS; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. GRANTWORKS 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.

4. GRANTWORKS 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 GRANTWORKS' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. GRANTWORKS will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. GRANTWORKS 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.

7. In the event of GRANTWORKS' 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 GRANTWORKS 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.

8. GRANTWORKS will include the portion of the sentence immediately preceding paragraph A. and the provisions of subparagraphs (1) through (8) 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. GRANTWORKS 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 GRANTWORKS may request the United States to enter into such litigation to protect the interests of the United States.

B. 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.

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

D. Section 504 Rehabilitation Act of 1973, as amended. GRANTWORKS 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.

E. Age Discrimination Act of 1975. GRANTWORKS 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.

XX.

CITY Program Liaison

For purposes of this Contract the Mayor and the City Manager are designated as the Local Program Liaisons and primary points of contact for GRANTWORKS. All required progress reports and communication regarding the project shall be directed to these two liaisons and other local personnel as appropriate.

XXI.

Applicable Law

The CONTRACT is entered into subject to the Farmersville Code, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. GRANTWORKS will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with GRANTWORKS' income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

XXII.

Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of

the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXIV.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXVII.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVIII.
No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and GRANTWORKS) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way

intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or GRANTWORKS or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or GRANTWORKS.

XXIX.

No Boycotting of Israel

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXX.

No Boycotting of Energy Companies

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

XXXI.

No Boycotting of any Firearm Entity or Firearm Trade Association

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF FARMERSVILLE

By: _____
BENJAMIN L. WHITE, P.E., CPM
City Manager

Date Signed: _____

ATTEST:

TABATHA MONK
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

***All Rights, Benefits, Responsibilities,
Obligations, and Liabilities are Hereby
Assigned By:***

**RESOURCE MANAGEMENT AND
CONSULTING CO.**

By: _____
CHARLES EDWARDS
Vice President

Date Signed: _____

***All Rights, Responsibilities, Obligations,
and Liabilities are Hereby Assumed and
Accepted By:***

GRANTWORKS, INC., a Texas Corporation

By: _____
BRUCE J SPITZENGL
President & Director

Date Signed: _____

Attachment "A"

Scope of Services

(Consisting of following 3 pages.)

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 the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report for City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property (additional fees may apply):
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.(additional fees may apply)
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition (additional fees may apply)

1. Prepare required acquisition reports(s).
2. Obtain 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. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Make ten-day call to TDA.
8. Verify construction contractor eligibility with TDA.
9. Review construction contract.
10. Conduct pre-construction conference and prepare minutes.
11. Submit any reports of additional classification and rates to TDA as provided by construction contractor.
12. Issue Notice of Start of Construction to TDA.
13. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
14. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
16. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

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

G. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing 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 TxCDBG audit guidelines.

Attachment "B"

Payment Schedule

City shall reimburse RMCC for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	20%
• Completion of Environmental/Special Conditions Clearance	20%
Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	15%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	100%

Agenda Section	Regular Agenda
Section Number	VII. E
Subject	Dunaway/DBI Professional Svs Contract
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice and back-up
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

THE STATE OF TEXAS § **PROFESSIONAL SERVICES CONTRACT**
 § **(For Engineering Services) with**
COUNTY OF COLLIN § **DUNAWAY|DBI**

THIS CONTRACT is entered into on this _____ day of _____, 20____,¹ by and between the **CITY OF FARMERSVILLE, TEXAS**, a municipal corporation located in Collin County, Texas, (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and **DUNAWAY|DBI**, a Texas limited liability company, ("hereinafter referred to as "CONSULTANT") whose address is 118 McKinney Street, Farmersville, Texas 75442.

W I T N E S S E T H:

WHEREAS, CITY desires to obtain engineering services from CONSULTANT for the reconstruction of sidewalks and accessibility improvements on Main Street, Farmersville Parkway, and Washington Street under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture ("TDA"); and

WHEREAS, CITY desires to engage CONSULTANT to render certain engineering services in connection with 2021 TxCDBG Project, Contract Number CDM21—0423; and

WHEREAS, CONSULTANT is an engineering firm qualified to provide such services and is willing to undertake the performance of such services for CITY in exchange for fees hereinafter specified; NOW, THEREFORE,

IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
Employment of Consultant

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the professional level of care and skill ordinarily provided by competent members of the engineering profession, both public and private, currently practicing in the same or similar locality under the same or similar circumstances and professional license including but not limited to the exercise of reasonable, informed judgments and prompt, timely action considering the ordinary professional skill and care of a competent engineer or

¹ If this date is omitted, the effective date shall be the date the Agreement is executed by the City.

architect. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

CONSULTANT hereby certifies, by entering into this Contract, 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 (1986) and 12689 (1989). CONSULTANT 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."

II.

Scope of Services

CONSULTANT shall perform such services as are necessary for reconstruction of sidewalks and accessibility improvements on Main Street, Farmersville Parkway, and Washington Street under the general direction of the TxCDBG specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment "A" hereto entitled "Scope of Services" (hereafter referred to as the "Project"). Attachment "A" is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment "A" and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

III.

Payment for Services

Total payment for the performance and delivery of the services described herein shall be a sum not to exceed Forty-Eight Thousand Seven Hundred Fifty and Zero/100^{ths} Dollars (\$48,750.00) ("Total Payment Amount"). This Total Payment Amount includes CONSULTANT's "Construction Contract Administration" and "Reimbursable Expenses" as defined herein below.

CONSULTANT will bill CITY for the performance and delivery of the services described herein on a percent project basis in accordance with Attachment "B" hereto entitled "Payment Schedule" and will also bill CITY for the "Special Services" identified in Attachment "B"; provided however that this Contract shall control in the event of any conflict between the language in Attachment "B" and the language in this Contract. If additional services, trips or expenses are requested, CONSULTANT will not provide such additional services or trips or incur additional expenses until authorized by CITY in writing to proceed. The scope of services shall be strictly limited. CITY shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless CITY shall have approved in writing in advance (prior to the

performance of additional work or expenditure of funds for additional trips or expenses) the payment of additional amounts.

CONSULTANT will be compensated for the following **reasonable and documented** "Reimbursable Expenses," if any, from the Total Payment Amount to the extent such expenses are directly related to CONSULTANT's performance of the Project provided the total amount of such Reimbursable Expenses together with the payment for all professional services to be performed hereunder does not exceed the Total Payment Amount: printing; photocopying; reproduction of drawings and specifications; postage; courier delivery services; long distance telephone calls; and, mileage at the allowable rate established by the Internal Revenue Service (collectively "Reimbursable Expenses"). Any expenses the CITY determines are not reasonable and directly related to CONSULTANT's performance of the Project, and/or which are not properly documented to the CITY, shall remain the sole responsibility of the CONSULTANT. Any expenses that do not fit within any of the categories of Reimbursable Expenses or which expenses are unusual or cumulatively exceed the amount identified in Attachment "B" or the Total Payment Amount are considered "Extraordinary Expenses" and must be approved in advance by CITY in writing signed by the parties. If approved by CITY in writing in advance, such Extraordinary Expenses may be paid as incurred and billed to the CITY pursuant to this Contract over and above the Total Payment Amount identified in this provision. Any Extraordinary Expenses not approved in writing in advance by the CITY shall remain the sole responsibility of the CONSULTANT.

Each month CONSULTANT will submit to CITY an invoice supporting the percentage of work completed and reimbursable expenses incurred for which payment is sought. Each invoice shall also state the percentage of work completed on the Project through the end of the then submitted billing period, the total of the current invoice amount and a running total balance of the percentage of work completed and reimbursable expenses incurred for the Project to date.

Within thirty (30) days of receipt of each such monthly invoice CITY shall make monthly payments in the amount shown by CONSULTANT's approved monthly statements and other documentation submitted. Such payments shall be subject to the Texas Prompt Payment Act, Texas Government Code §§ 2251.001, *et seq.*

Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

IV.
Revisions of the Scope of Services

CITY reserves the right to revise or expand the scope of services after due approval by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for such services. In any event, when CONSULTANT is directed to revise or expand the scope of services under this Section of the Contract, CONSULTANT shall provide CITY a written proposal for the entire costs involved in performing such additional services. Prior to CONSULTANT undertaking any revised or expanded services as directed by CITY under this Contract, CITY must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Paragraph III herein above may require Farmersville City Council approval and is subject to the current budget year limitations.

V.
Term

This Contract shall begin on the date first written above, and shall terminate when CITY has approved the Project as being final or otherwise terminates this Contract as provided herein.

VI.
Contract Termination Provision

This Contract may be terminated at any time by CITY for any cause, or no cause, by providing CONSULTANT thirty (30) days written notice of such termination. Upon receipt of such notice, CONSULTANT shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract. CONSULTANT shall invoice CITY for all Services completed and shall be compensated in accordance with the terms of this Contract for all Services performed by CONSULTANT through the date such written notice of termination is received by CONSULTANT.

VII.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY without restriction on future use. CONSULTANT may retain copies of all drawings, specifications and all other pertinent information for the work in CONSULTANT's files. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

VIII.
Insurance Requirements

- A. Before commencing work, the CONSULTANT shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Farmersville. The CONSULTANT shall furnish to the City of Farmersville City Manager certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Farmersville
c/o City Manager
205 S. Main Street
Farmersville, Tx 75442.

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$500,000 each accident, b) by disease, \$500,000 per employee with a per policy aggregate of \$500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of \$1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$1,000,000 each occurrence and \$2,000,000 aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Farmersville.

- B. With reference to the foregoing required insurance, the CONSULTANT agrees to the following:

1. A waiver of subrogation in favor of City of Farmersville, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
 2. The City of Farmersville, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies. Nothing contained in Section XII of this Agreement shall be interpreted or applied as limiting, reducing, or eliminating any obligation or duty that CONSULTANT's insurance carrier may owe to CITY as an additional insured under the CONSULTANT's general liability insurance policies required by this Agreement to provide the CITY with a defense and/or indemnify the CITY for any claim or cause of action, whether one or more, regardless of the proportionate responsibility or liability of the CONSULTANT or the CITY. Neither shall anything contained in this Section VIII be interpreted or applied as providing or otherwise entitling either CONSULTANT, CONSULTANT's insurance carrier or any other party any right or ability to recover over against CITY any amounts of money attributable to damages, costs, expenses and/or attorneys' fees based on or arising out of a finding of comparative or proportionate responsibility or liability as against the CITY it being understood and agreed that CITY in no way intends by this Agreement to waive its sovereign immunity regarding any claim, suit or cause of action.
 3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Farmersville.
- C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
- D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
- E. The CONSULTANT shall require any contractors, sub-contractors, and other persons doing business with or for the CONSULTANT related to the work to maintain at least the insurance as required, or their liability shall be covered by the CONSULTANT.

IX.

Right to Inspect Records

CONSULTANT agrees that CITY and, by and through the aforementioned 2021 TxCDBG Project CDM21—0423 grant, the U.S. Department of Housing and Urban Development ("HUD"), Inspectors General, the Comptroller General of the United States, and the TDA (collectively "Other Governmental Agencies") shall have access to

and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY and the Other Governmental Agencies shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY and Other Governmental Agencies shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that CITY and Other Governmental Agencies shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

CONSULTANT also agrees to retain and will require all of its subcontractors (if any) to retain, all directly pertinent books, documents, papers and records involving transactions relating to this Contract and any subcontract(s) for a period of at least three (3) years following receipt of final payment and the closing out of all related matters.

X. **Successors and Assigns**

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI. **CONSULTANT's Liability**

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, agents or sub-consultants.

XII.
INDEMNIFICATION

CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT AND WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT OR CONSULTANT'S SUBCONTRACTORS AND THE OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR CONSULTANT'S SUBCONTRACTORS (THE "INDEMNIFIED ITEMS") SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE § 130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY, AS WELL AS INTELLECTUAL PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES IN PROPORTION TO THE CONSULTANT'S LIABILITY AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV. **Default**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess. CONSULTANT'S liability under this provision shall be limited to the total dollar amount of this Contract.

CITY's remedies for CONSULTANT's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at CITY's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to CITY; or,
- (c) Monetary damages in an amount not to exceed the greater of:
 - (1) The amount of any applicable insurance coverage CONSULTANT is required to purchase and maintain under this Contract plus any deductible amount to be paid by CONSULTANT in conjunction with said coverage regardless of whether CONSULTANT has actually purchased and maintained said coverage; or,
 - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

XV. **Changes**

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XVI.

Conflict of Interest

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. CONSULTANT also covenants and agrees that CONSULTANT shall take appropriate steps to assure that no member of the governing body of the CITY and no other officer, employee, or agent of the CITY, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in the CONSULTANT or this Contract. CONSULTANT further covenants and agrees that CONSULTANT shall take appropriate steps to assure that no other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the TxCDBG award between TDA and the CITY shall have any personal financial interest, direct or indirect, in the CONSULTANT or this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

In addition, to the extent that this Contract (a) must be approved by the CITY's governing body before it may be signed or (b) has a value of \$1,000,000, or more, CONSULTANT shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time CONSULTANT submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The CONSULTANT must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the CONSULTANT must sign the printed copy of the form and complete the "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

<https://www.ethics.state.tx.us/filinginfo/1295/>

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

XVII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Farmersville, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority.

XVIII.
Mailing Address

All notices and communications under this CONTRACT to be mailed to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Benjamin L. White, P.E., CPM
City Manager
City of Farmersville
205 S. Main Street
Farmersville, Tx 75442.

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

Eddy W. Daniel, P.E.
Principal
DUNAWAY | DBI
118 McKinney Street
Farmersville, Texas 75442.

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

XIX.
Federal Civil Rights Compliance

A. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this Contract, the CONSULTANT agrees as follows:

a. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONSULTANT 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. CONSULTANT 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. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT; 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. CONSULTANT will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an

investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. CONSULTANT 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 CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. CONSULTANT 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 CONSULTANT'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 CONSULTANT 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. CONSULTANT will include the portion of the sentence immediately preceding paragraph A. and the provisions of subparagraphs (1) through (8) 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. CONSULTANT 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 CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- B. 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.
- C. Section 109 of the Housing and Community Development Act of 1974. CONSULTANT shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- D. Section 504 Rehabilitation Act of 1973, as amended. CONSULTANT 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.
- E. Age Discrimination Act of 1975. CONSULTANT 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.

XX.

CITY Program Liaison

For purposes of this Contract the Mayor and the City Manager are designated as the Local Program Liaisons and primary points of contact for the CONSULTANT. All required progress reports and communication regarding the project shall be directed to these two liaisons and other local personnel as appropriate.

XXI.

Applicable Law

The Contract is entered into subject to the Farmersville Code, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Collin County, Texas, for all purposes, including performance and execution.

XXII.
Severability

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXIV.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXVII.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Farmersville, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Collin County, Texas.

XXVIII.
No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XXIX.
No Boycotting of Israel

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this contract on behalf of the company verifies by its signature on this Contract that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXX.
No Boycotting of Energy Companies

In accordance with Senate Bill 13, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction

Manager does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

XXXI.

No Boycotting of any Firearm Entity or Firearm Trade Association

In accordance with Senate Bill 19, 87th Leg., R.S., to be codified in Chapter 2274, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against any firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against any firearm entity or firearm trade association.

Chapter 2274 does not apply to: (1) a company that has fewer than ten (10) full-time employees; or (2) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). In addition, this provision does not apply to: (1) a contract with a sole-source provider; or (2) a contract for which the governmental entity did not receive any bids from a company that is able to provide the required written verification. Unless the Construction Manager is not subject to Chapter 2274 for the reasons stated herein, the signatory executing this Agreement on behalf of the Construction Manager verifies by its signature on this Agreement that the Construction Manager does not boycott any firearm entity or firearm trade association and will not boycott any firearm entity or firearm trade association during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

CITY OF FARMERSVILLE

By: _____

BENJAMIN L. WHITE, P.E., CPM
City Manager

Date Signed: _____

ATTEST:

TABATHA MONK
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

DUNAWAY | DBI, a Texas limited liability
company

By: _____
EDDY W. DANIEL, P.E.
Principal

Date Signed: _____

Attachment “A”

Scope of Services

(Consisting of following 4 pages.)

The Firm shall render the following professional services necessary for the development of the project:
(Choose appropriate contracted services)

SCOPE OF SERVICES

1. Attend preliminary conferences with the City regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 180 days of execution of this Agreement.
6. Furnish the City copies of the preliminary report, if applicable (additional copies will be furnished to the City at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City a written monthly status report at least seven (7) days prior to the regularly scheduled council meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City during construction; issue to contractors all instructions requested by the City; and prepare routine change orders if required, at no charge for engineering services to the City when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.
2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

Attachment "B"

Payment Schedule

(Consisting of following 1 page.)

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City.	10%
• Completion of final inspection and acceptance by the City.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$155.00
Survey Crew (3 members)	\$165.00
Project Engineer	\$130.00
Engineering Technician	\$100.00
Project Representative	\$90.00
Draftsman	\$100.00

The fee for all other Special Services shall not exceed a total of Ten Thousand and No/100 Dollars (\$10,000.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of NA and No/100 Dollars (\$NA).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a Five percent (5%) overhead charge. All fees for testing shall not exceed a total of Five Thousand and No/100 Dollars (\$5,000.00).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

Agenda Section	Regular Agenda
Section Number	VII. F
Subject	Collin County Outer Loop Resolution (R-2022-0510-001)
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice and Resolution
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

**CITY OF FARMERSVILLE
RESOLUTION #R-2022-0510-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FARMERSVILLE, TEXAS, EXPRESSING SUPPORT FOR AND
REQUESTING THE EXPEDITED DESIGN AND CONSTRUCTION OF
SEGMENT 2 AND SEGMENT 4 OF THE COLLIN COUNTY OUTER LOOP**

- WHEREAS,** Collin County, Texas has proposed the construction of a fifty-five (55) mile long multi-modal transportation facility that will ultimately go from the Denton/Collin County line, through the cities of Celina, Weston, Anna, Melissa, Farmersville, Josephine and Royse City, to the Rockwall/Collin County line (the “Collin County Outer Loop (“CCOL”)”); and
- WHEREAS,** Collin County has been working on the CCOL since 2000, and proposed that the CCOL be constructed consisting of five segments; and
- WHEREAS,** construction of the CCOL to and through the City of Farmersville from U.S. Highway 380 to Farm-to-Market Road 6 (“Segment 4”) and Farm-to-Market Road 6 to Rockwall County (“Segment 2”) is currently proposed; and
- WHEREAS,** the technically preferred route for Segment 2 was approved in 2009 and the technically preferred route for Segment 4 was approved in 2010; and
- WHEREAS,** no other activity has been performed or completed on Segment 2 and Segment 4, and there are no proposed timelines for right-of-way acquisition or construction on either Segment 2 or Segment 4; and
- WHEREAS,** the City of Farmersville, Texas (“Farmersville”) has planned for the development of a 4000+ acre light/heavy industrial region along the eastern side of Farmersville that is located along the technically preferred route for portions of Segments 4 and 5 of the CCOL; and
- WHEREAS,** Farmersville has also planned for the development of a 2000+ acre light industrial region along the southern side of Farmersville that would benefit from the immediate development of the CCOL; and
- WHEREAS,** Farmersville’s industrial regions will need a high-speed non-stop roadway constructed utilizing access lane staged development that will provide direct connectivity between Farmersville’s industrial regions and Interstate Highway 30; and
- WHEREAS,** it is critical to Farmersville’s current and continuing economic development activities and Farmersville’s efforts to make these industrial regions a reality for the east side of Collin County, as well as Hunt and Rockwall Counties,

that the service roads for Segments 2 and 4 of the CCOL be constructed as soon as possible; and

WHEREAS, the construction of Segment 2 and Segment 4 the CCOL will provide economic growth regionally for the east side of Collin County, as well as Hunt and Rockwall Counties; and

WHEREAS, the City Council of the City of Farmersville, Texas ("City Council") believes it is in the best interest of the citizens of the City of Farmersville, Texas, that the City Council should express its preference for the expedited design and construction of Segment 2 and Segment 4 of the CCOL to provide the greatest good for the City of Farmersville, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, THAT:

Section 1. All of the findings set forth above are hereby adopted by the City Council and incorporated into the body of this Resolution for all purposes allowed by law.

Section 2. The City Council hereby expresses its support for the design and construction of the Collin County Outer Loop along the technically preferred routes for Segment 2, approved in 2009, and Segment 4, approved in 2010.

Section 3. The City Council hereby respectfully requests that the design, right-of-way acquisition, and construction of Segment 2 and Segment 4 of the Collin County Outer Loop be increased and advanced in priority among other roadway projects, promptly scheduled, and expedited as promptly as reasonably possible.

Section 4. The City Council requests that Collin County partner with Rockwall County to establish connectivity between Segment 2 of the CCOL and Interstate Highway 30.

Section 5. The City Council respectfully requests that Collin County advance the priority provided to Segments 2 and 4 of the CCOL and immediately begin the engineering analysis and studies that are necessary to and will define the final alignment of Segment 2 and Segment 4 of the CCOL.

Section 6. The City Council also respectfully requests that Collin County begin right-of-way acquisition for Segments 2 and 4 of the CCOL as soon as possible due to increased development in the region and sky-rocketing land prices.

Section 7. The City Council further and most respectfully requests that Collin County update the Collin County Thoroughfare Plan to reflect any new alignments brought about by the engineering analysis and study updates of Segments 2 and 4 of the CCOL.

Section 8. The City Council also respectfully requests that Collin County work with other regional roadway planning organizations such as the Texas Department of Transportation ("TxDOT") and the North Central Texas Council of Governments ("NCTCOG") to investigate other possible engineering options regarding roadway connections between the CCOL and (a) the President George Bush Turnpike ("PGBT"), (b) State Highway 78, and (c) Interstate Highway 30 to improve mobility in the eastern region of Collin County and that will additionally support industrial activity in and about Farmersville.

Section 9. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS ON THE ____ DAY OF MAY, 2022.

APPROVED:

Bryon Wiebold, Mayor

ATTEST:

Tabatha Monk, City Secretary

CORRECTLY ENROLLED ON THE ____ DAY OF MAY, 2022:

Tabatha Monk, City Secretary

Agenda Section	Regular Agenda
Section Number	VII. G
Subject	Fiber Project
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

Agenda Section	Regular Agenda
Section Number	VII. H
Subject	CC Estimates of Taxable Value
To	Mayor and Council Members
From	Ben White, City Manager
Date	May 10, 2022
Attachment(s)	Notice and Documents
Related Link(s)	http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.php
Consideration and Discussion	<ul style="list-style-type: none"> • City Council discussion as required
Action	<ul style="list-style-type: none"> • Motion/second/vote <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Approve with Updates <input type="checkbox"/> Disapprove • Motion/second/vote to continue to a later date. _____ <ul style="list-style-type: none"> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove • Move item to another agenda. _____ • No motion, no action

CO CE A APP A C
2022 CE FE E MA E OF AXAB EVA UE

TAXING ENTITY NAME	2021 CERTIFIED TAXABLE VALUE, SUPP # 15, March 3, 2022	2022 NEW PROPERTY ESTIMATED TAXABLE VALUE	2022 NEW ANNEX ESTIMATED TAXABLE VALUE	2022 CERTIFIED ESTIMATE OF TAXABLE VALUE (ROUNDED), APRIL 29, 2022	2022 ESTIMATED TAXABLE VALUE COMPARED TO 2021 SUPP #15	2022 ESTIMATED TAXABLE VALUE CHANGE DUE TO NEW PROPERTY & ANNEXATIONS	2021 AVG MARKET VALUE OF HOMES, AS OF MARCH 3, 2022 SUPP #15	2022 AVG MARKET VALUE OF HOMES, AS OF 2022 NOTICES, 4-15-2022	2022 PRELIMINARY OVER-65 FREEZE TAXABLE LOSS, APRIL 26, 2022 PRELIMINARY TOTALS, TIMES 1.02	2022 ESTIMATED FREEZE ADJUSTED TAXABLE VALUE (ROUNDED), (Based on APRIL 26, 2022 Preliminary Totals) B4 MAY 7TH VOTE	2022 ADJUSTED ESTIMATED TAXABLE (CERTIFIED EST TAXABLE, MINUS ADDITIONAL \$15K HS LOSS)	2022 PRELIMINARY FREEZE ADJUSTED TAXABLE VALUE AFTER ADDITIONAL \$15K HS LOSS (ROUNDED)
CITIES & TOWNS												
CITY OF RICHARDSON	\$8,453,641,197	\$155,861,000	\$0	\$9,200,000,000	8.83%	1.84%	\$401,401	\$496,700	N/A	N/A		
CITY OF ROYSE CITY	\$228,146,621	\$7,758,000	\$0	\$263,000,000	15.28%	3.40%	\$246,388	\$316,300	\$34,411,368	\$228,000,000		
CITY OF SACHSE	\$1,134,704,685	\$78,038,000	\$0	\$1,310,000,000	15.45%	6.88%	\$348,752	\$446,700	\$135,504,443	\$1,170,000,000		
CITY OF ST. PAUL	\$135,047,919	\$2,796,000	\$0	\$151,000,000	11.81%	2.07%	\$372,617	\$489,400	N/A	N/A		
CITY OF VAN ALSTYNE	\$1,133	\$0	\$0	\$1,150	1.50%	N/A	\$0	\$0	N/A	N/A		
CITY OF WESTON	\$65,417,604	\$11,756,000	\$0	\$80,500,000	23.08%	17.97%	\$209,312	\$348,900	\$9,282,765	\$71,200,000		
CITY OF WYLIE	\$5,602,318,017	\$140,725,000	\$0	\$6,340,000,000	13.17%	2.51%	\$299,367	\$380,100	\$566,523,906	\$5,770,000,000		
COUNTY & COLLEGE												
											SCHOOLS ONLY	
COLLIN COUNTY	\$167,087,004,367	\$6,550,696,000	\$0	\$188,500,000,000	12.82%	3.92%	\$396,572	\$509,500	\$19,975,598,548	\$168,500,000,000		
COLLIN CO. COLLEGE	\$170,402,481,898	\$6,550,696,000	\$0	\$192,300,000,000	12.85%	3.84%	\$396,572	\$509,500	\$21,026,844,789	\$171,200,000,000		
SPECIAL DISTRICTS												
											SCHOOLS ONLY	
COLLIN CO WCID#3 (INSPIRATION) WCCW3	\$466,879,626	\$69,266,000	\$0	\$579,000,000	24.01%	14.84%	\$389,010	\$504,200	N/A	N/A		
COLLIN COUNTY MUD#1 WCCM1	\$836,927,455	\$104,742,000	\$0	\$1,030,000,000	23.07%	12.52%	\$432,773	\$599,600	N/A	N/A		
COLLIN COUNTY MUD#2 WCCM2	\$64,105,936	\$66,116,000	\$2,000,513	\$202,000,000	215.10%	106.26%	\$198,134	\$254,600	N/A	N/A		
MAGNOLIA POINTE MUD #1 WDRM1	\$151,856,047	\$98,833,000	\$2,730,510	\$269,000,000	77.14%	66.88%	\$204,224	\$262,200	N/A	N/A		
MCKINNEY MUD#1 WMM1	\$602,413,388	\$119,881,000	\$0	\$770,000,000	27.82%	19.90%	\$404,724	\$519,600	N/A	N/A		
MCKINNEY MUD#2 WMM2	\$93,504,583	\$10,411,000	\$0	\$100,000,000	6.95%	11.13%	\$300,336	\$335,600	N/A	N/A		
SEIS LAGOS UTILITY DIST WSE	\$284,405,427	\$14,944,000	\$0	\$318,000,000	11.81%	5.25%	\$555,020	\$723,900	N/A	N/A		
TRAILS OF BLUE RIDGE RDTBR	\$40,447,561	\$4,200,000	\$0	\$47,300,000	16.94%	10.38%	\$421,579	\$531,200	N/A	N/A		
VAN ALSTYNE MUD#2 WVAM2	\$46,087,148	\$2,778,000	\$0	\$9,850,000	-78.63%	N/A	\$0	N/A	N/A	N/A		

COLLIN CENTRAL APPR IS D S T T
2021 P E M Y E M A E O F A X B V U

TAXING ENTITY NAME	2020 CERTIFIED TAXABLE VALUE, SUPP # 11, MARCH 4, 2021	2021 ESTIMATED NEW PROPERTY (INCLUDED IN PRELIMINARY ESTIMATED TAXABLE)	2021 ANNEXATIONS TAXABLE (INCLUDED IN PRELIMINARY ESTIMATED TAXABLE)	2021 CERTIFIED ESTIMATE OF TAXABLE VALUE, APRIL 30, 2021 (Based on April 26th Preliminary Totals)	2021 PRELIM. TAXABLE VALUE COMPARED TO 2020 SUPP #11	2021 ESTIMATED PERCENT CHANGE IN EXISTING PROPERTY TAXABLE, YEAR-OVER-YEAR	2021 ESTIMATED TAXABLE VALUE CHANGE DUE TO NEW PROPERTY & ANNEXATIONS	2020 AVG HOMESTEAD MARKET VALUE, AS OF MARCH 4, 2021 SUPP #11	2021 AVG HOMESTEAD MARKET VALUE, AS OF APRIL 26, 2021 PRELIMINARY TOTALS	2021 PRELIMINARY OVER-65 FREEZE TAXABLE LOSS, APRIL 26, 2021 PRELIMINARY TOTALS	2021 PRELIMINARY FREEZE ADJUSTED TAXABLE VALUE (ROUNDED), (Based on April 26th Preliminary Totals)
SCHOOLS											
ALLEN ISD	\$15,822,301,241	\$485,711,000	\$0	\$16,540,000,000	4.54%	1.59%	2.94%	\$374,968	\$393,400	\$1,500,326,167	\$15,030,000,000
ANNA ISD	\$1,733,167,564	\$166,609,000	\$0	\$1,960,000,000	13.08%	3.47%	9.61%	\$241,208	\$255,600	\$201,659,292	\$1,750,000,000
BLAND ISD	\$19,207,742	\$726,000	\$0	\$20,600,000	7.25%	3.47%	3.78%	\$234,939	\$259,500	\$3,297,751	\$17,300,000
BLUE RIDGE ISD	\$333,170,575	\$19,129,000	\$0	\$368,000,000	9.85%	4.11%	5.74%	\$223,803	\$244,448	\$49,471,023	\$318,000,000
CELINA ISD	\$1,793,522,656	\$164,481,000	\$0	\$2,020,000,000	12.63%	3.46%	9.17%	\$348,612	\$371,000	\$236,093,821	\$1,780,000,000
COMMUNITY ISD	\$1,238,765,726	\$110,326,000	\$0	\$1,410,000,000	13.82%	4.92%	8.91%	\$239,215	\$262,100	\$179,891,989	\$1,230,000,000
FARMERSVILLE ISD	\$803,898,981	\$29,512,000	\$0	\$868,000,000	7.97%	4.30%	3.67%	\$220,127	\$238,000	\$124,715,168	\$743,000,000
FRISCO ISD	\$33,201,383,907	\$1,277,677,000	\$4,611	\$34,900,000,000	5.12%	1.27%	3.85%	\$420,184	\$440,900	\$2,030,787,204	\$32,860,000,000
GUNTER ISD	\$720,872	\$0	\$0	\$728,000	0.99%	0.99%	0.00%	\$434,902	\$446,800	\$416,282	\$331,000
LEONARD ISD	\$19,980,619	\$799,000	\$0	\$22,000,000	10.11%	6.11%	4.00%	\$204,129	\$214,400	\$3,057,986	\$18,900,000
LOVEJOY ISD	\$3,099,917,419	\$65,146,000	\$0	\$3,270,000,000	5.49%	3.39%	2.10%	\$605,611	\$641,800	\$769,738,570	\$2,500,000,000
MCKINNEY ISD	\$17,783,506,087	\$569,952,000	\$0	\$18,800,000,000	5.72%	2.51%	3.20%	\$354,396	\$375,400	\$2,436,858,499	\$16,360,000,000
MELISSA ISD	\$1,781,767,372	\$238,360,000	\$0	\$2,090,000,000	17.30%	3.92%	13.38%	\$307,280	\$328,500	\$198,423,522	\$1,890,000,000
PLANO ISD	\$60,307,812,800	\$581,316,000	\$0	\$61,200,000,000	1.48%	0.52%	0.98%	\$391,314	\$405,400	\$8,405,732,463	\$52,790,000,000
PRINCETON ISD	\$1,791,070,206	\$282,324,000	\$0	\$2,130,000,000	18.92%	3.16%	15.76%	\$209,704	\$222,800	\$186,028,643	\$1,940,000,000
PROSPER ISD	\$9,486,665,009	\$777,348,000	\$0	\$10,570,000,000	11.42%	3.23%	8.19%	\$445,405	\$471,100	\$865,456,630	\$9,700,000,000
ROCKWALL ISD	\$972,254	\$0	\$0	\$1,010,000	3.88%	3.88%	0.00%	\$511,837	\$562,800	\$367,243	\$642,000
ROYSE CITY ISD	\$220,407,039	\$4,708,000	\$0	\$232,000,000	5.26%	3.12%	2.14%	\$229,964	\$241,800	\$28,922,985	\$203,000,000
TRENTON ISD	\$19,080,557	\$86,000	\$0	\$19,700,000	3.25%	2.80%	0.45%	\$283,891	\$336,500	\$1,526,165	\$18,100,000
VAN ALSTYNE ISD	\$64,942,409	\$3,460,000	\$0	\$70,000,000	7.79%	2.46%	5.33%	\$308,420	\$355,100	\$11,979,093	\$58,000,000
WHEATWRIGHT ISD	\$7,288,396	\$483,000	\$0	\$8,070,000	10.72%	4.10%	6.63%	\$245,113	\$257,600	\$2,168,617	\$5,900,000
WYLIE ISD	\$7,523,150,005	\$275,742,000	\$0	\$8,060,000,000	7.14%	3.47%	3.67%	\$301,415	\$318,000	\$853,907,956	\$7,200,000,000
CITIES & TOWNS											
CITY OF ALLEN	\$14,890,007,944	\$340,644,000	\$0	\$15,470,000,000	3.90%	1.61%	2.29%	\$370,652	\$388,000	N/A	N/A
CITY OF ANNA	\$1,476,403,622	\$155,757,000	\$0	\$1,690,000,000	14.47%	3.92%	10.55%	\$232,267	\$243,500	N/A	N/A
CITY OF BLUE RIDGE	\$57,845,960	\$388,000	\$0	\$61,000,000	5.45%	4.78%	0.67%	\$133,272	\$145,300	N/A	N/A
CITY OF CARROLLTON	\$129,760,350	\$9,178,000	\$0	\$140,000,000	7.89%	0.82%	7.07%	NA	\$0	N/A	N/A

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2021 P E M A Y E M A E O F A X A B E V A U E

TAXING ENTITY NAME	2020 CERTIFIED TAXABLE VALUE, SUPP # 11, MARCH 4, 2021	2021 ESTIMATED NEW PROPERTY (INCLUDED IN PRELIMINARY ESTIMATED TAXABLE)	2021 ANNEXATIONS TAXABLE (INCLUDED IN PRELIMINARY ESTIMATED TAXABLE)	2021 CERTIFIED ESTIMATE OF TAXABLE VALUE, APRIL 30, 2021 (Based on April 26th Preliminary Totals)	2021 PRELIM. TAXABLE VALUE COMPARED TO 2020 SUPP #11	2021 ESTIMATED PERCENT CHANGE IN EXISTING PROPERTY TAXABLE, YEAR-OVER-YEAR	2021 ESTIMATED TAXABLE VALUE CHANGE DUE TO NEW PROPERTY & ANNEXATIONS	2020 AVG HOMESTEAD MARKET VALUE, AS OF MARCH 4, 2021 SUPP #11	2021 AVG HOMESTEAD MARKET VALUE, AS OF APRIL 26, 2021 PRELIMINARY TOTALS	2021 PRELIMINARY OVER-65 FREEZE TAXABLE LOSS, APRIL 26, 2021 PRELIMINARY TOTALS	2021 PRELIMINARY FREEZE ADJUSTED TAXABLE VALUE (ROUNDED), (Based on April 26th Preliminary Totals)
CITIES & TOWNS											
CITY OF CELINA	\$2,074,020,456	\$278,252,000	\$26,956,669	\$2,450,000,000	18.13%	3.41%	14.72%	\$385,675	\$403,000	\$196,495,051	\$2,250,000,000
CITY OF DALLAS	\$5,850,700,355	\$27,105,000	\$0	\$5,880,000,000	0.50%	0.04%	0.46%	\$434,450	\$451,900	N/A	N/A
TOWN OF FAIRVIEW	\$2,084,413,172	\$66,221,000	\$0	\$2,160,000,000	4.59%	1.41%	3.18%	\$537,319	\$569,800	N/A	N/A
CITY OF FARMERSVILLE	\$292,071,969	\$7,750,000	\$364,952	\$312,000,000	6.82%	4.04%	2.78%	\$170,980	\$187,600	N/A	N/A
CITY OF FRISCO	\$21,185,352,633	\$978,869,000	\$0	\$22,440,000,000	5.92%	1.30%	4.62%	\$450,434	\$472,600	N/A	N/A
CITY OF GARLAND	\$29,263,023	\$86,000	\$0	\$29,400,000	0.47%	0.17%	0.29%	\$362,331	\$367,200	N/A	N/A
CITY OF JOSEPHINE	\$133,648,313	\$8,589,000	\$0	\$148,000,000	11.49%	5.06%	8.43%	\$198,657	\$210,700	\$17,150,580	\$131,000,000
CITY OF LAVON	\$408,386,820	\$24,707,000	\$0	\$447,000,000	9.46%	3.41%	6.05%	\$266,387	\$283,600	\$55,347,126	\$381,000,000
LOWRY CROSSING	\$177,365,288	\$1,316,000	\$0	\$188,000,000	6.00%	5.25%	0.74%	\$280,337	\$299,800	\$41,526,075	\$146,000,000
CITY OF LUCAS	\$1,497,501,013	\$43,789,000	\$2,009,438	\$1,590,000,000	6.18%	3.12%	3.06%	\$646,864	\$688,400	\$218,981,343	\$1,370,000,000
CITY OF MCKINNEY	\$25,067,191,976	\$798,855,000	\$0	\$26,540,000,000	5.88%	2.69%	3.19%	\$352,399	\$371,500	N/A	N/A
CITY OF MELISSA	\$1,425,047,583	\$189,923,000	\$701,669	\$1,670,000,000	17.19%	3.81%	13.38%	\$298,986	\$318,800	N/A	N/A
CITY OF MURPHY	\$2,646,701,003	\$27,393,000	\$0	\$2,697,000,000	1.90%	0.87%	1.03%	\$395,212	\$401,700	N/A	N/A
CITY OF NEVADA	\$124,855,514	\$2,155,000	\$0	\$133,000,000	8.52%	4.80%	1.73%	\$249,671	\$269,200	N/A	N/A
TOWN OF NEW HOPE	\$98,096,864	\$226,000	\$0	\$71,100,000	4.41%	4.08%	0.33%	\$279,366	\$298,100	N/A	N/A
CITY OF PARKER	\$1,126,221,420	\$48,857,000	\$0	\$1,200,000,000	6.55%	2.21%	4.34%	\$656,614	\$678,700	N/A	N/A
CITY OF PLANO	\$45,070,344,206	\$616,165,000	\$0	\$45,750,000,000	1.51%	0.14%	1.37%	\$378,406	\$393,600	\$4,682,141,566	\$41,060,000,000
CITY OF PRINCETON	\$1,326,814,362	\$220,996,000	-\$6,076	\$1,600,000,000	20.59%	3.93%	16.66%	\$217,857	\$227,100	\$98,416,957	\$1,500,000,000
TOWN OF PROSPER	\$4,188,711,722	\$298,476,000	\$0	\$4,590,000,000	9.58%	2.45%	7.13%	\$544,133	\$579,100	\$419,316,676	\$4,170,000,000
CITY OF RICHARDSON	\$8,198,952,594	\$150,623,000	\$0	\$8,290,000,000	1.11%	-0.73%	1.84%	\$391,819	\$398,800	N/A	N/A
CITY OF ROYSE CITY	\$212,625,009	\$4,284,000	\$2,949,733	\$223,000,000	4.88%	1.49%	3.39%	\$238,825	\$245,200	\$28,936,507	\$194,000,000
CITY OF SACHSE	\$1,057,050,320	\$35,426,000	\$0	\$1,120,000,000	5.95%	2.60%	3.35%	\$329,637	\$348,100	\$116,124,042	\$1,000,000,000
CITY OF ST. PAUL	\$127,098,792	\$610,000	\$0	\$133,700,000	5.19%	4.71%	0.48%	\$340,815	\$370,200	N/A	N/A
CITY OF VAN ALSTYNE	\$1,133	\$0	\$0	\$1,140	N/A	0.62%	N/A	N/A	\$0	N/A	N/A
CITY OF WESTON	\$39,028,302	\$1,909,000	\$0	\$43,100,000	10.43%	5.54%	4.89%	\$181,751	\$188,500	\$6,215,689	\$36,800,000
CITY OF WYLIE	\$5,174,051,991	\$147,114,000	\$800,095	\$5,500,000,000	8.30%	3.44%	2.86%	\$279,917	\$296,500	\$488,106,281	\$5,010,000,000

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2021 P E M A Y E M A E O F A X A B E V A U E

TAXING ENTITY NAME	2020 CERTIFIED TAXABLE VALUE, SUPP # 11, MARCH 4, 2021	2021 ESTIMATED NEW PROPERTY (INCLUDED IN PRELIMINARY ESTIMATED TAXABLE)	2021 ANNEXATIONS TAXABLE (INCLUDED IN PRELIMINARY ESTIMATED TAXABLE)	2021 CERTIFIED ESTIMATE OF TAXABLE VALUE, APRIL 30, 2021 (Based on April 26th Preliminary Totals)	2021 PRELIM. TAXABLE VALUE COMPARED TO 2020 SUPP #11	2021 ESTIMATED PERCENT CHANGE IN EXISTING PROPERTY TAXABLE, YEAR-OVER-YEAR	2021 ESTIMATED TAXABLE VALUE CHANGE DUE TO NEW PROPERTY & ANNEXATIONS	2020 AVG HOMESTEAD MARKET VALUE, AS OF MARCH 4, 2021 SUPP #11	2021 AVG HOMESTEAD MARKET VALUE, AS OF APRIL 26, 2021 PRELIMINARY TOTALS	2021 PRELIMINARY OVER-65 FREEZE TAXABLE LOSS, APRIL 26, 2021 PRELIMINARY TOTALS	2021 PRELIMINARY FREEZE ADJUSTED TAXABLE VALUE (ROUNDED), (Based on April 26th Preliminary Totals)
COUNTY & COLLEGE											
COLLIN COUNTY	\$156,740,192,270	\$5,004,088,000	\$0	\$155,240,000,000	5.42%	2.23%	3.19%	\$375,720	\$393,900	\$17,365,108,610	\$147,800,000,000
COLLIN CO. COLLEGE	\$159,744,328,557	\$5,032,403,000	\$0	\$168,400,000,000	5.42%	2.27%	3.15%	\$375,720	\$393,900	\$18,108,521,118	\$150,200,000,000
SPECIAL DISTRICTS											
COLLIN CO WCID#3 (INSPIRATION)	\$358,389,978	\$68,932,000	\$0	\$441,000,000	23.05%	3.82%	19.23%	\$375,304	\$386,400	N/A	N/A
COLLIN COUNTY MUD CR412 WM412	\$0	\$0	\$0	\$1,500,000	N/A	N/A	N/A	\$0	\$194,100	N/A	N/A
COLLIN COUNTY MUD#1 WCCM1	\$726,188,510	\$73,787,000	\$0	\$824,000,000	13.47%	3.31%	10.16%	\$416,417	\$432,600	N/A	N/A
COLLIN COUNTY MUD#2 WCCM2	\$10,635,647	\$28,440,000	\$1,471,274	\$56,900,000	434.99%	153.76%	281.24%	\$0	\$185,300	N/A	N/A
COLLIN COUNTY MUD#4 WCCM4	\$0	\$0	\$4,315,332	\$4,310,000	N/A	N/A	N/A	\$0	\$0	N/A	N/A
LAKEHAVEN MUD (WLHM)	\$0	\$0	\$2,947,057	\$2,940,000	N/A	N/A	N/A	\$0	\$0	N/A	N/A
MAGNOLIA POINTE MUD #1 WDRM1	\$68,047,805	\$43,208,000	\$0	\$137,000,000	101.33%	37.83%	63.50%	\$198,289	N/A	N/A	N/A
MCKINNEY MUD#1 WMM1	\$475,109,202	\$82,664,000	\$0	\$583,000,000	22.71%	5.31%	17.40%	\$374,472	\$404,700	N/A	N/A
MCKINNEY MUD#2 WMM2	\$65,940,319	\$12,193,000	\$0	\$68,000,000	34.97%	16.48%	18.49%	\$298,783	\$297,500	N/A	N/A
SEIS LAGOS UTILITY DIST WSE	\$255,145,465	\$13,237,000	\$0	\$276,000,000	8.17%	2.99%	5.19%	\$510,848	\$549,700	N/A	N/A
TRAILS OF BLUE RIDGE RDTBR	\$30,108,845	\$10,063,000	\$0	\$41,600,000	38.17%	4.68%	33.49%	\$374,388	\$423,400	N/A	N/A
VAN ALSTYNE MUD#2 WVAM2	\$0	\$0	\$0	\$0	N/A	N/A	N/A	\$0	\$0	N/A	N/A

**COLLIN CENTRAL APPR IS D S T T
2022 C E F D E M O F A X B V U**

TAXING ENTITY NAME	2021 CERTIFIED TAXABLE VALUE, SUPP # 15, March 3, 2022	2022 NEW PROPERTY ESTIMATED TAXABLE VALUE	2022 NEW ANNEX ESTIMATED TAXABLE VALUE	2022 CERTIFIED ESTIMATE OF TAXABLE VALUE (ROUNDED), APRIL 29, 2022	2022 ESTIMATED, TAXABLE VALUE COMPARED TO 2021 SUPP #15	2022 ESTIMATED TAXABLE VALUE CHANGE DUE TO NEW PROPERTY & ANNEXATIONS	2021 AVG MARKET VALUE OF HOMES, AS OF MARCH 3, 2022 SUPP #15	2022 AVG MARKET VALUE OF HOMES, AS OF 2022 NOTICES, 4-15-2022	2022 PRELIMINARY OVER-65 FREEZE TAXABLE LOSS, APRIL 26, 2022 PRELIMINARY TOTALS, TIMES 1.02	2022 ESTIMATED FREEZE ADJUSTED TAXABLE VALUE (ROUNDED), (Based on APRIL 26, 2022 Preliminary Totals) B4 MAY 7TH VOTE	2022 ADJUSTED ESTIMATED TAXABLE (CERTIFIED EST TAXABLE, MINUS ADDITIONAL \$15K HS LOSS)	2022 PRELIMINARY FREEZE ADJUSTED TAXABLE VALUE AFTER ADDITIONAL \$15K HS LOSS (ROUNDED)
SCHOOLS											SCHOOLS ONLY	
ALLEN ISD	\$16,876,023.352	\$593,815.000	\$0	\$18,860,000,000	11.78%	3.52%	\$397,162	\$512,500	\$1,809,026.641	\$17,050,000,000	\$18,487,867,000	\$16,870,000,000
ANNA ISD	\$2,059,769.554	\$276,966.000	\$0	\$2,510,000,000	21.88%	13.45%	\$256,972	\$333,400	\$247,608.621	\$2,260,000,000	\$2,430,045,253	\$2,190,000,000
BLAND ISD	\$22,126.274	\$879.000	\$0	\$24,800,000	12.08%	3.97%	\$257,491	\$329,200	\$3,662.591	\$21,100,000	\$23,902,250	\$20,200,000
BLUE RIDGE ISD	\$384,095.302	\$19,605.000	\$0	\$457,000,000	18.98%	5.10%	\$240,696	\$308,300	\$58,848.655	\$398,000,000	\$441,470,600	\$15,000,000
CELINA ISD	\$2,132,561.726	\$362,622.000	\$0	\$2,620,000,000	22.86%	17.00%	\$370,779	\$509,800	\$300,160.695	\$2,310,000,000	\$2,585,111,250	\$2,260,000,000
COMMUNITY ISD	\$1,552,691.542	\$245,669.000	\$0	\$1,970,000,000	26.88%	15.62%	\$263,195	\$332,800	\$223,502.402	\$1,740,000,000	\$1,968,686,250	\$1,680,000,000
FARMERSVILLE ISD	\$822,664.403	\$59,277.000	\$0	\$1,080,000,000	17.05%	6.42%	\$239,688	\$314,200	\$150,284.464	\$929,000,000	\$1,046,736,600	\$33,000,000
FRISCO ISD	\$35,257,372.112	\$1,292,000,000	\$0	\$39,700,000,000	12.60%	3.66%	\$445,050	\$566,700	\$2,396,413.398	\$37,300,000,000	\$39,166,616,000	\$36,770,000,000
GUNTER ISD	\$739.984	\$0	\$0	\$773,000	4.46%	0.00%	\$451,282	\$663,100	\$470.638	\$302,000	\$757,250	\$286,000
LEONARD ISD	\$22,137.022	\$1,237.000	\$0	\$24,400,000	10.22%	5.59%	\$215,022	\$274,200	\$3,111.773	\$21,200,000	\$23,344,750	\$20,200,000
LOVEJOY ISD	\$3,328,151.256	\$88,560.000	\$0	\$3,740,000,000	12.37%	2.66%	\$646,719	\$826,800	\$884,246.064	\$2,850,000,000	\$3,667,266,250	\$2,780,000,000
MCKINNEY ISD	\$19,274,208.794	\$693,657.000	\$0	\$21,600,000,000	12.07%	3.60%	\$378,284	\$490,400	\$2,897,341.273	\$18,700,000,000	\$21,151,723,750	\$18,250,000,000
MELISSA ISD	\$2,183,892.391	\$308,326.000	\$0	\$2,740,000,000	25.46%	14.12%	\$332,414	\$442,000	\$239,103.442	\$2,500,000,000	\$2,670,674,600	\$2,430,000,000
PLANO ISD	\$61,729,605.935	\$668,636.000	\$0	\$67,600,000,000	9.51%	1.08%	\$408,433	\$504,100	\$9,841,477.508	\$57,750,000,000	\$66,475,039,750	\$66,630,000,000
PRINCETON ISD	\$2,242,560.755	\$453,287.000	\$0	\$2,900,000,000	29.32%	20.21%	\$226,199	\$295,000	\$227,788.452	\$2,670,000,000	\$2,814,608,600	\$2,680,000,000
PROSPER ISD	\$11,045,091.623	\$1,214,725.000	\$0	\$13,250,000,000	19.98%	11.00%	\$473,565	\$649,800	\$1,097,071.213	\$12,150,000,000	\$12,982,550,500	\$11,900,000,000
ROCKWALL ISD	\$1,057.652	\$0	\$0	\$1,120,000	5.89%	0.00%	\$568,496	\$713,000	\$417.658	\$702,000	\$1,068,600	\$670,000
ROYSE CITY ISD	\$244,492.647	\$9,299.000	\$0	\$280,000,000	14.52%	3.80%	\$241,336	\$304,800	\$35,567.911	\$244,000,000	\$269,200,000	\$10,000,000
TRENTON ISD	\$18,913.694	\$505.000	\$0	\$20,900,000	10.50%	2.67%	\$271,415	\$394,900	\$1,914.056	\$18,900,000	\$20,415,750	\$18,400,000
VAN ALSTYNE ISD	\$73,170.845	\$7,703.000	\$0	\$83,400,000	13.98%	10.53%	\$353,880	\$424,600	\$13,434.623	\$69,900,000	\$80,856,750	\$67,400,000
WHITEWRIGHT ISD	\$8,797.315	\$519.000	\$0	\$9,860,000	12.08%	5.90%	\$252,400	\$300,000	\$2,322.227	\$7,530,000	\$8,486,250	\$7,140,000
WYLIE ISD	\$8,219,220.378	\$295,948.000	\$0	\$9,380,000,000	14.12%	3.60%	\$320,776	\$410,100	\$1,014,824.014	\$8,360,000,000	\$9,099,161,250	\$8,080,000,000

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TAXING ENTITY NAME	2021 CERTIFIED TAXABLE VALUE, SUPP # 15, March 3, 2022	2022 NEW PROPERTY ESTIMATED TAXABLE VALUE	2022 NEW ANNEX ESTIMATED TAXABLE VALUE	2022 CERTIFIED ESTIMATE OF TAXABLE VALUE (ROUNDED), APRIL 29, 2022	2022 ESTIMATED TAXABLE VALUE COMPARED TO 2021 SUPP #15	2022 ESTIMATED TAXABLE VALUE CHANGE DUE TO NEW PROPERTY & ANNEXATIONS	2021 AVG MARKET VALUE OF HOMES, AS OF MARCH 3, 2022 SUPP #15	2022 AVG MARKET VALUE OF HOMES, AS OF 2022 NOTICES, 4-15-2022	2022 PRELIMINARY OVER-65 FREEZE TAXABLE LOSS, APRIL 26, 2022 PRELIMINARY TOTALS, TIMES 1.02	2022 ESTIMATED FREEZE ADJUSTED TAXABLE VALUE (ROUNDED), (Based on APRIL 26, 2022 Preliminary Totals) B4 MAY 7TH VOTE	2022 ADJUSTED ESTIMATED TAXABLE (CERTIFIED EST TAXABLE, MINUS ADDITIONAL \$15K HS LOSS)	2022 PRELIMINARY FREEZE ADJUSTED TAXABLE VALUE AFTER ADDITIONAL \$15K HS LOSS (ROUNDED)
CITIES & TOWNS											SCHOOLS ONLY	
CITY OF ALLEN	\$15,747,712,777	\$419,791,000	\$0	\$17,610,000,000	11.83%	2.67%	\$391,555	\$501,000	N/A	N/A		
CITY OF ANNA	\$1,771,378,020	\$262,548,000	\$3,267,170	\$2,210,000,000	24.76%	15.01%	\$246,398	\$327,800	N/A	N/A		
CITY OF BLUE RIDGE	\$81,546,546	\$2,894,000	\$0	\$71,900,000	16.82%	4.70%	\$145,555	\$181,600	N/A	N/A		
CITY OF CARROLLTON	\$135,151,432	\$3,064,000	\$0	\$144,000,000	6.55%	2.27%	N/A	N/A	N/A	N/A		
CITY OF CELINA	\$2,613,469,141	\$542,284,000	\$7,741,672	\$3,330,000,000	27.42%	21.05%	\$402,725	\$558,800	\$262,521,178	\$3,080,000,000		
CITY OF DALLAS	\$5,973,873,701	\$11,882,000	\$0	\$6,340,000,000	6.13%	0.20%	\$454,379	\$545,500	N/A	N/A		
TOWN OF FAIRVIEW	\$2,235,069,460	\$74,065,000	\$0	\$2,510,000,000	12.30%	3.31%	\$572,721	\$719,800	N/A	N/A		
CITY OF FARMERSVILLE	\$325,967,840	\$28,268,000	\$0	\$389,000,000	19.34%	8.67%	\$190,530	\$248,400	N/A	N/A		
CITY OF FRISCO	\$22,794,726,093	\$1,174,028,000	\$0	\$25,780,000,000	13.10%	5.15%	\$476,939	\$633,300	N/A	N/A		
CITY OF GARLAND	\$29,829,034	\$0	\$0	\$32,200,000	7.95%	0.00%	\$375,187	\$477,600	N/A	N/A		
CITY OF JOSEPHINE	\$157,975,436	\$9,930,000	\$0	\$189,000,000	19.64%	6.29%	\$213,038	\$291,900	\$22,501,516	\$166,000,000		
CITY OF LAVON	\$488,773,781	\$9,843,000	\$0	\$637,000,000	30.33%	19.98%	\$283,969	\$357,200	\$64,394,905	\$572,000,000		
LOWRY CROSSING	\$192,901,278	\$1,626,000	\$0	\$212,000,000	9.90%	0.84%	\$301,709	\$377,800	\$45,586,740	\$166,000,000		
CITY OF LUCAS	\$1,617,642,165	\$84,117,000	\$0	\$1,830,000,000	13.13%	5.20%	\$692,051	\$908,900	\$251,514,918	\$1,570,000,000		
CITY OF MCKINNEY	\$27,028,141,358	\$867,394,000	\$13,398,627	\$30,570,000,000	13.10%	3.26%	\$374,415	\$492,000	N/A	N/A		
CITY OF MELISSA	\$1,750,407,852	\$255,162,000	\$0	\$2,210,000,000	26.26%	14.58%	\$322,755	\$427,600	N/A	N/A		
CITY OF MURPHY	\$2,732,247,218	\$11,275,000	\$0	\$3,040,000,000	11.26%	0.41%	\$405,025	\$523,700	N/A	N/A		
CITY OF NEVADA	\$137,621,434	\$2,439,000	\$0	\$157,000,000	14.08%	1.77%	\$270,974	\$343,100	N/A	N/A		
TOWN OF NEW HOPE	\$73,081,137	\$714,000	\$0	\$79,600,000	8.92%	0.98%	\$288,116	\$358,300	N/A	N/A		
CITY OF PARKER	\$1,225,946,882	\$60,530,000	\$0	\$1,400,000,000	14.20%	4.94%	\$684,385	\$916,100	N/A	N/A		
CITY OF PLANO	\$46,051,317,401	\$625,727,000	\$0	\$60,000,000,000	8.57%	1.36%	\$396,882	\$489,800	\$5,213,284,865	\$44,780,000,000		
CITY OF PRINCETON	\$1,650,403,211	\$344,901,000	\$0	\$2,150,000,000	30.27%	20.90%	\$230,899	\$306,700	\$121,880,733	\$2,020,000,000		
TOWN OF PROSPER	\$4,768,786,786	\$376,858,000	\$0	\$5,460,000,000	14.48%	7.90%	\$581,653	\$795,900	\$501,633,216	\$4,950,000,000		

VII. REQUEST TO BE PLACED ON FUTURE AGENDAS

VIII. ADJOURNMENT