

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT  
FOR GENERAL ADMINISTRATIVE SERVICES  
TEXAS COMMUNITY DEVELOPMENT PROGRAM

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THE STATE OF TEXAS

AGREEMENT FOR SERVICES

COUNTY OF CLAY

WHEREAS, this contract is made and entered into this 13 day of October, 2014, by and between the County of Clay, acting by its duly authorized Judge, after obtaining a resolution of its governing body authorizing this contract, and the Nortex Regional Planning Commission, hereinafter referred to as Nortex R. P. C. or as the Firm, a political subdivision of the State of Texas organized under Local Government Code, Subtitle C, Chapter 391, Regional Planning Commissions, Vernon's Texas Codes Annotated, acting by its duly authorized Executive Director; and,

WHEREAS, both parties to this contract are local governments as defined by Article 4413(32c), Vernon's Annotated Civil Statutes, and this contract is entered into pursuant to the provisions of said article which is commonly referred to as The Interlocal Cooperation's Act; and,

WHEREAS, the County of Clay for the Dean Dale SUD/ Water Supply Corporation desires to implement a Texas Community Development Block Grant under the general direction of the Texas Department of Agriculture (TDA); and Whereas the County desires to engage Nortex Regional Planning Commission to render General Administrative Services in connection with Contract No. 7214127.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**

Part II, Scope of services, is hereby incorporated by reference into this agreement.

2. **Time of Performance** – The services of Nortex R. P. C. shall commence on start date of TDA contract with the county or a date determined by Nortex and the County of Archer. In any event, all of the services required and performed hereunder shall be completed no later than sixty (60) after project completion or the end of the contract period including all TDA sanctioned extensions with the County.

3. **Access to Information** - It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished by the County and its agencies. No charge will be made to Nortex R. P. C. for such information and the County will cooperate with Nortex R. P. C. in every way possible to facilitate the performance of the work described in this contract.

4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$ 35,000.00** or the addition of any TDA sanctioned budget changes. Payment to Nortex R. P. C. shall be based upon satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract.

5. **Indemnification** – Nortex shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify and hold harmless the County and its agency members from and against them, and shall assume full responsibility for the payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income taxes.
6. **Authority by Which the Grant Recipient is Awarding Funds**-Referencing the Texas Government Code, Chapter 2254, Subchapter A, “Professional Services,” which permits and outlines state requirements for municipalities and counties regarding procurement of professional services.
7. **Miscellaneous Provisions**
  - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all Obligations of the parties created hereunder are performable in Clay County, Texas
  - b. This agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representative, successors and assigns where permitted by this Agreement.
  - c. If in any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
  - d. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to this agreement.
  - f. Nortex R. P. C. and no official or employee thereof shall have any personal financial interest, direct or indirect, in this Agreement; and Nortex R. P. C. shall take steps to assure compliance.
  - g. Local Program Liaison shall be the Clay County Judge.
  - h. Resolution of Program Non-compliance for this contract includes responsibilities for grant funds that Nortex R.P.C. causes to be deobligated through error or omission, opportunities to cure errors, and final settlement should deobligation be enforced.

8. **Terms and Conditions** – This Agreement is subject to the provisions titled, “Part IV Terms and Conditions” and attached hereto and incorporated by reference herein.

**IN WITNESSETH HEREOF; the parties have hereunto set their hands and seals.**

**NORTEX REGIONAL PLANNING COMMISSION**

By: \_\_\_\_\_  
Dennis Wilde, Executive Director

**COUNTY OF CLAY, TEXAS**

By: Kenneth Liggett  
Kenneth Liggett, County Judge

## PART II PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm 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 Grant Recipient 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 CDBG regulations
5. Furnish Grant Recipient with necessary forms and procedures required for implementation of project
6. Assist the Grant Recipient in meeting all special condition requirements that may be stipulated in the contract between the Grant Recipient and TDA
7. Prepare and submit to Office documentation necessary for amending the CDBG contract
8. Conduct re-assessment of environmental clearance for any program amendments
9. Prepare and submit quarterly reports
10. Prepare Financial Interest Report form for Grant Recipient submittal
11. Establish procedures to document expenditures associated with local administration of the project
12. Provide guidance and assistance to Grant Recipient regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Office
  - 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 Grant Recipient's signature to acquire the property or to secure an easement
  - Assist the Grant Recipient in negotiation with property owner(s)
13. Maintain CDBG Property Management register for any property/equipment purchased or leased
14. Serve as liaison for the Grant Recipient during any monitoring visit by staff representatives from either TxCDBG or HUD

### B. Financial Management

1. Assist the Grant Recipient in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Grant Recipient in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Grant Recipient in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Office.
4. Prepare all fund drawdowns on behalf of the Grant Recipient 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 Grant Recipient personnel on implementation of project and regulatory matters
7. Assist the Grant Recipient in establishing procedures to handle the use of any CDBG 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.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TxCDBG.

### D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for Recipient-owned property and/or 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 Grant Recipient in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TxCDBG.

#### E. Construction Management

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

#### F. Fair Housing / Equal Opportunity

1. Assist the Grant Recipient in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

#### G. Relocation

1. Prepare and submit local relocation guidelines to Office for approval.
2. Assist Grant Recipient in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

#### H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TxCDBG for approval.
2. Assist Grant Recipient in establishing escrow account and obtaining Office approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Office requirements.

#### I. Audit / Close-out Procedures

1. Prepare the Project Completion Report.
2. Assist Grant Recipient in resolving any monitoring and audit findings.
3. Assist Grant Recipient in resolving any third party claims.
4. Provide auditor with CDBG audit guidelines.

**PART III**  
**PAYMENT SCHEDULE**  
**PROFESSIONAL MANAGEMENT SERVICES**

Locality shall reimburse Nortex Regional Planning Commission for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount.

Milestones	% of Contract Fee
Project Management	15%
Financial Management	20%
Environmental Review	20%
Acquisition	5%
Construction Management	20%
Fair Housing/Equal Opportunity	10%
Audit/Close-out Procedures	10%
Total	100%

## PART IV TERMS AND CONDITIONS

### *PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES*

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, 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.
13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers
  - a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.