

ADMINISTRATION/PROFESSIONAL SERVICES CONTRACT

PART I AGREEMENT

THIS AGREEMENT, entered into this 12th day of November 2024, by and between the **County of Atascosa**, hereinafter called the "County", acting herein by Weldon Cude, County Judge, hereunto duly authorized, and **LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.**, hereinafter called the "Contractor", acting herein by Judy Langford, Owner.

WITNESSETH THAT:

WHEREAS, the County of Atascosa desires to implement the following: USDA Rural Development, Communities Facilities loan/grant to be funded by the USDA Rural Development (hereinafter called USDA); and

Whereas the County of Atascosa desires to engage Langford Community Management Services, Inc. to render certain professional/administration services in connection with this Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on November 12, 2024. In any event, all of the services required and performed hereunder shall be completed no later than two years after the contractual obligation for the funds from USDA or final close-out documentation received from USDA.
3. Local Program Liaison - For purposes of this Contract, the Owner, Judy Langford, or her authorized designee, will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - USDA and the County of Atascosa, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to this project award, in order to make audits, examinations, excerpts, and transcripts, and to close-out the County of Atascosa's contract with USDA.
5. Retention of Records - The County of Atascosa will maintain an original set of project records and the Contractor shall retain a duplicate set of all project records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for the program administration and management of the project shall not exceed Six Percent (6%) of the total USDA-provided funding amount.

Payment to the Contractor shall be based on Part III - Payment Schedule of this Agreement.

7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County of Atascosa and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the USDA contract, and shall assume full responsibility for payments of Federal, State and local

taxes, contributions imposed or required under the Social Security worker's compensation and income tax laws.

8. 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 Atascosa County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

c. 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 herein.

d. If any action at law or in 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. Venue for any such action is Atascosa County.

e. This agreement may be amended by mutual agreement of the parties hereto and in writing to be attached to and incorporated into this agreement.

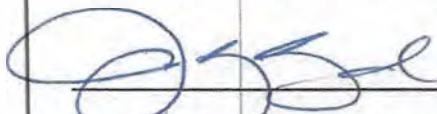
9. Extent of Agreement - This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County of Atascosa and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the County of Atascosa and Contractor.

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

County of Atascosa

Weldon Cude, County Judge

Langford Community Management Services, Inc.



Judy Langford, President/Owner

PART II - SCOPE OF SERVICES

The Contractor shall provide the following scope of services relative to Grant Project/Contract Administration:

1. PHASE I SERVICES - Prepare Communities Facilities (CF) Application

LCMS will prepare, and/or obtain, and compile the documents and exhibits that comprise the application package and will guide the County of Atascosa through the submission process. Services include:

- a. Gather data needed to complete the CF application through meetings with County Staff and Project Architect, if applicable.
- b. Coordinate timely submission of the completed application to the USDA.
- c. Assist the County with procurement of professional service providers needed for the formal application, if applicable.
- d. Coordinate the development/completion of the formal application with County Staff and the selected professional service providers.
- e. Coordinate timely submission of completed application to the USDA.

2. PHASE II SERVICES - General Administration / Program Management Services

LCMS will provide the program/project administration services needed to complete the project to include activities such as land and structure acquisition, site Infrastructure development, and construction or renovation.

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 County of Atascosa personnel on implementation of project and regulatory matters.
4. Assist the County of Atascosa with completion of the necessary forms and procedures required for implementation of project.
5. Assist the County of Atascosa in meeting all special condition requirements that may be stipulated in the contract between the County and USDA.
6. Prepare and submit to USDA documentation necessary for amending the contract if necessary.
7. Conduct any required revisions of the environmental review document as a result of the USDA environmental review process or any comments received during the public review period.
8. Prepare and submit quarterly reports.
9. Prepare Financial Information Report for the County of Atascosa.

10. Assist in establishing procedures to document expenditures associated with local administration of the project.

11. Provide guidance and assistance to the County of Atascosa regarding acquisition of property (if applicable):

- Submit required reports concerning acquisition activities to USDA;
- Establish a separate acquisition file for each parcel of real property acquired;
- Determine necessary method(s) for acquiring real property;
- Prepare the necessary method(s) for acquiring real property;
- Prepare correspondence to the property owners for the County of Atascosa's signature to acquire the property or to secure an easement; and
- Assist the County In negotiation with property owner(s).

12. Serve as liaison for the County of Atascosa during any monitoring visit by staff representatives from USDA.

B. Financial Management Support

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

C. Environmental Review

1. Prepare the 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 revision of the environmental review document as a result of the USDA environmental review process or comments received during the public review period.

5. Assist the County in the publication of any required public notices related to the environmental review process and will provide copies of all Publisher's Affidavits and newspaper tear sheets to USDA to ensure proper completion of the environmental review process.

D. Acquisition (if applicable)

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-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 the County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to USDA.

E. Construction Management Administration Oversight

1. Establish procedures to document expenditures associated with local construction/demolition of the project (if force account is applicable).
 - Assist the County in determining whether and/or what USDA contract activities will be carried out in whole or in part via force account labor.
 - Assist the County in maintaining adequate documentation of personnel, equipment, and materials expended/used and their costs.
2. Review advertisement for bids prior to submission to the newspaper to ensure that all wording required by USDA is included (DBE, EEO, Davis-Bacon).
3. Verify construction contractor eligibility with USDA through S.A.M. prior to contract award.
4. Review construction contracts to ensure that it contains all required USDA forms and documentation.
5. Verify that all documents are properly executed.
6. Verify that the Surety Company that issues the Performance and Payment Bonds is listed in Treasury Circular 570.
7. Attend the pre-construction conference, conducts the EEO, DBE, and Davis-Bacon Wage Rate portion of the meeting, and prepares minutes of the meeting.
8. Assist the County in the preparation of the Draw Requests.
9. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Equal Opportunity

1. Assist the County In developing, implementing, and documenting activities to encourage DBE participation.
2. Provide guidance to the County regarding the DBE requirements and process to ensure complete compliance.

G. Audit/ Close-out Procedures

1. Assist the County in resolving any monitoring and audit findings.
2. Assist the County in resolving any third-party claims.

PART III - PAYMENT SCHEDULE

Phase 1 - \$0

The Phase I Services will be provided at \$0.

Phase 2 - 6.0% of funding

In the event of funding from the USDA, the County of Atascosa shall pay the Contractor 6.0% of the USDA-provided project funding amount for Phase II management administrative services provided in accordance with the milestone achievement detailed below in section B.

The Contractor will invoice the County of Atascosa on a regular basis, in accordance with the completion of project activities and achievement of milestones for "Admin" as detailed in Part III B - PROJECT ACTIVITIES & MILESTONES of this agreement. Invoices will be submitted by the 5th of each month to:

County of Atascosa

Atascosa County Courthouse

1 Courthouse Circle Dr.

Jourdanton, Texas 78026

Attention: Weldon Cude, County Judge

For approval and further processing for payment.

With required approval (s), the County of Atascosa will pay the Invoice within 30 days of submission to:

Langford Community Management Services, Inc.

9017 W. Hwy. 29 Suite 206

Liberty Hill, Texas 78642

A. PHASE II PROJECT ACTIVITIES & MILESTONES

| Milestone Group | Task | Description | County | Engineer | Admin |
|-----------------|------|---|--------|----------|-------|
| 1 15% | 1 | Attend/participate funding coordination meetings | X | X | X |
| | 2 | Establish filing structure for the County | | | X |
| | 3 | Submit P&S to USDA for approval before bidding | | X | |
| 2 25% | 4 | Pre-Bid Conference/Bid Opening | X | X | X |
| | 5 | Review for DBE Compliance (admin/engineering/construction) | | X | X |
| | 6 | Review contract prior to execution to assure all funding agencies' | X | X | X |
| | 7 | Confirm surety is on US Treasury's Approved Sureties List (ad, bid tab, eng letter of recommendation, low bid proposal, bonds, DBE) | | X | X |
| | 8 | Review Bid Documents for Inclusion of all necessary DBE, MBE/WBE requirements | | | X |
| | 9 | Attend Bid opening/Review of Bid Tabulation Sheet | X | X | X |
| 3 30% | 10 | Review contract prior to award/execution for accuracy. Work with construction company on documentation | | | X |
| | 11 | Pre-Construction Meeting (USDA must be invited) | X | X | X |
| | 12 | Construction oversight/monitor progress, assure compliance with all funding agencies requirements | X | X | X |
| | 13 | Coordinate monthly or quarterly progress meetings | | | X |
| | 14 | Ensure USDA receives updated progress schedules and most recent outlay for monthly/quarterly progress meetings | | | X |
| | 15 | Prepare Outlay reports/vouchers (monthly) | X | | X |
| | 16 | Davis Bacon/Labor Standards compliance - wage rate verification (prime & subs) | | | X |
| | 17 | Davis Bacon/Labor Standards compliance - on-site labor interviews (prime & subs) | | | X |
| | 18 | Davis Bacon/Labor Standards compliance - review weekly construction payrolls (prime & subs) | | | X |
| | 19 | File maintenance | | | X |
| | 20 | Review all change orders/pay applications as related to construction oversight job performance | | | X |
| | 21 | Review all change orders/pay applications for accuracy in preparing outlays and financial oversight | | X | X |
| | 22 | Assure public awareness compliance | | | X |
| | 23 | Assure EEO/AA compliance | | | X |
| 4 20% | 24 | Review for compliance with American Iron & Steel requirements | | | X |
| | 25 | General Contract Management including project budget, schedule & financial record-keeping | | | X |
| 5 | 26 | Construction Close-out | | X | X |

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|-----|-----------------------------|--|--|---|
| 10% | 27 Administrative Close-out | | | X |
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PART IV - TERMS AND CONDITIONS

1. Termination for Cause.

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County of Atascosa. In the event of termination of cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may offset the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County of Atascosa.

The County may at any time and for any reason terminate Contractor's services and work at the County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Contractor as are permitted by the prime contract and approved by the County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against the County for any additional compensation or damages in the event of such termination and payment.

3. Changes.

The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Personnel.

a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County of Atascosa.

b. All of the services required hereunder will be performed by the Contractor or under its 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 Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

5. Assignability.

The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County of Atascosa thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

6. Reports and Information.

The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as It may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Records and Audits.

The Contractor shall ensure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309 and this Agreement. The County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement 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 Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County unless required by law.

9. Copyright.

No report, maps, or other documents produced In whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

10. Compliance with Local Laws.

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall hold the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

11. Conflicts of Interest.

a. Governing Body. No member or the governing body of the County of Atascosa and no other officer, employee, or agent of the County of Atascosa, who exercises any functions or

responsibilities in connection with administration, construction, engineering, or implementation of the award between USDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. 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 award between USDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between USDA and the County of Atascosa or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between USDA and the County or in any business, entity, organization, or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

12. Debarment and Suspension (Executive Orders 12549 and 12689).

The Contractor certifies, by entering into this Agreement, 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). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor 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."

13. Equal Opportunity Clause.

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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. The Contractor 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. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor 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.

14. 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.

15. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor 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.

16. Age Discrimination Act of 1975.

The Contractor 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.