

HORIZON CITY

GRANT ADMINISTRATION, MANAGEMENT, AND COMPLIANCE PROFESSIONAL SERVICES CONTRACT

This Contract, is entered into the ____ day of May 2025, by and between the **TOWN OF HORIZON CITY, (the "City")**, and **GILFLO CONSULTING SERVICES, LLC (the "Consultant")**

WHEREAS, the City issued a Request for Proposals, Solicitation No. 2025-102RFP Grant Administration, Management and Compliance Professional Services ("RFP") to enter into a contract with the Consultant to provide Grant Administration, Management and Compliance Professional Services as further described in the Scope of Services in the RFP attached hereto and fully incorporated as **Attachment "A"** ;

WHEREAS, the City has reviewed and evaluated the proposals received in response to the RFP and has selected the Consultant's proposal as the one that is most responsive to the City's RFP and the City's needs; and

WHEREAS, the City desires to enter into a contract with the Consultant to provide the grant administration, management, and compliance services based upon the City's RFP and the Consultant's proposal, which are both hereby incorporated into this Contract by this reference.

NOW THEREFORE, the parties do mutually agree as follows:

1. Term

The Contract will become effective on the date approved by the City Council and terminate on the first anniversary of the effective date, unless extended, as set forth in the Option to Extend below. In the event the City has not obtained another service consultant by the expiration date of the Contract, the City, at its discretion, may extend the Contract on a month-to-month basis not to exceed twelve (12) months until such time as a new contract is awarded.

OPTION TO EXTEND THE TERM OF THE CONTRACT:

The Contract will include one (1) one-year option to extend at a month-to-month rate of \$6,051.50 for a total not to exceed \$72,618.00, if the option is exercised by the City prior to the expiration of the original term of the Contract.

The City at its sole discretion, may exercise the option to extend the term of the contract, by giving the Consultant written notice prior to the expiration of the initial one-year term.

2. Compensation and Billing

- A. The total amount paid to the Consultant for services under this Contract shall be \$69,825.00 for the initial contract term and \$72,618.00 if the City exercises the option to extend.
Any additional work shall be authorized by the Mayor or his designee in writing, specifying the additional tasks to be performed and the agreed-to compensation, and is subject to Texas state procurement laws and City policies.
- B. The Consultant will submit invoices to the City on the 25th day of each month for services furnished between that date and the period covering the prior month's invoice, to include the costs for the basic services under the Contract and the costs for all other provided services, as allowed.
- C. Do not include Federal Tax, State Tax, or City Tax. The City will furnish a tax exemption certificate upon request.
- D. Payments will be processed after verification and approval of such invoice. Payment shall be made in accordance with the Texas Prompt Payment Act.
- E. Mail invoices to the Town of Horizon City, ATTN: Accounts Payable, 14999 Darrington Road, Horizon City, Texas 79928.
- F. The Consultant shall advise the Accounts Payable Section of any changes in its remittance addresses.

3. Termination

Either party may terminate this Contract if the other party has breached the Contract and fails to correct such breach for a period of thirty-days (30-days) after receipt of written notice to correct the same. In addition, either party may terminate this Contract without cause upon thirty-day (30-day) written notice to the other party of the intention to terminate this Contract. In addition, this Contract may be terminated at any time by mutual written contract of the Parties. In addition, this Contract shall automatically terminate if the City Council of the Town of Horizon City fails to appropriate or budget money for the payment of the Services under this Contract. All payments by the City under this Contract are payable only out of current City revenues.

4. Independent Contractor

The Consultant shall instruct all of its employees as to work procedures and thoroughly acquaint each employee with his or her duties. City shall notify the Consultant if any of the Consultant's employees do not perform their duties as necessary to carry out Consultant's duties under this Contract. Nothing contained herein shall be construed as creating the relationship of employer-and-employee

between the City and the Consultant or between the City and the Consultant's employees. The Contract shall be deemed at all times to be an independent contractor. In carrying out the terms of this Contract, the Consultant shall select its own employees and such employees shall be and shall act under the exclusive and complete supervision and control of Consultant.

5. Employees

- A. The Consultant shall provide adequate staff for the coordination and expediting of his work. The Consultant shall employ only competent, efficient personnel for the performance of services and shall not use any unfit person, or one not skilled in the work assigned to him; and shall at all times maintain good order and strict discipline among his employees.
- B. The Consultant shall pay or cause to be paid, without cost or expense to the City, all Social Security, Unemployment, and Federal Income Withholding taxes of all employees and that all employees shall be paid wages and benefits as required by federal and state law.

6. Insurance

- A. The Consultant agrees to maintain the types and amounts of insurance required in this contract throughout the term of the contract. The following insurance policies shall be required:
 - i. Commercial General Liability
 - ii. Business Automobile Liability
 - iii. Workers' Compensation
 - iv. Professional Liability
- B. For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this contract, attached hereto as Exhibit A, and approved by the City before work commences.
- C. General Requirements Applicable to All Policies.
 - 1. Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
 - 2. Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

3. "Claims made" policies are not accepted, except for Professional Liability insurance.
4. Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City.
5. The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - a. The insurance company is licensed and authorized to do business in the State of Texas.
 - b. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - c. All endorsements and coverages are included according to the requirements of this Contract
 - d. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
6. The City, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

C. Commercial General Liability requirements:

1. Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
3. Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.
4. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.
6. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

D. Business Automobile Liability requirements:

1. Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current Best Key Rating Guide.
2. Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
3. The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
4. The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

E. Workers’ Compensation Insurance requirements:

1. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer’s policy (the Consultant’s, or subconsultant’s policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or her own policy and a coverage agreement is used, Consultants and subconsultants must use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.
2. The workers compensation insurance shall include the following terms:
 - i. Employer’s Liability limits of \$1,000,000 for each accident is required.
 - ii. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
 - iii. Texas must appear in Item 3A of the Worker’s Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

F. Professional Liability requirements:

1. Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
2. Minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000.00. Financial statements shall be furnished to the City upon request.
3. For “claims made” policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

7. INDEMNIFICATION

THE CONSULTANT OR IT'S INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, IT'S OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS CONTRACT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEAFENED BY THE CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF THE PAYMENT BY THE CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION, WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.

8. Gratuities

The City may, by written notice to the Consultant, cancel this contract without liability to the Consultant if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Consultant, or any agent or representative of the Consultant, to any City officer or employee with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the

performing of such a contract. In the event this contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.

9. Right To Assurance

Whenever one party to this contract in good faith has a reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

10. Assignment-Delegation

No right or interest in this contract will be assigned or delegation of any obligation made by the Consultant without the written permission of the City. Any attempted assignment or delegation by the Consultant will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

11. Interpretation-Parol Evidence

This writing is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or supplement or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.

12. Availability of Funds

The awarding of this contract is dependent upon the availability of funding. In the event that funds do not become available the contract may be terminated, or the scope may be amended. A 30-day written notice will be given to the Consultant and there will be no penalty nor removal charges incurred by the City.

13. Compliance with Laws and Ordinances

The Consultant shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the Contract or the work and, to the extent allowed by law, shall indemnify and save and hold harmless the City against all claims arising from the violation of any such laws, ordinances and regulations whether by the Consultant or its employees or clients.

14. Venue and Law

For the purposes of determining the place of the Contract and the law governing the same, this Contract is entered into in the Town of Horizon City and County of

El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue for all purposes shall be in El Paso County, Texas.

15. Severability

Every provision of this Contract is declared severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

16. Entire Agreement

This Contract, including the attached Scope of Work, constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except in writing and signed by all parties.

17. Binding Agreement

The individual signing this Contract acknowledges that he or she is authorized to do so and said individual further warrants that he or she is authorized to commit and bind the Consultant to the terms and conditions of this Contract.

18. Dispute Resolution.

If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Contract. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

19. Force Majeure.

The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Contract if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

20. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City: Town of Horizon City
Attn: Purchasing Agent
14999 Darrington Road Horizon City, Texas
79928

Consultant: GilFlo Consulting Services, LLC
10900 Stonelake Blvd.
Building 2 Suite, Suite 100
Austin, Texas 78759
ATTN: Melinda Gildart

Alternatively, notices shall be sent to such other addresses as the parties may designate to each other in writing from time-to-time.

21. Texas Tort Claims Act

This Consultant expressly agrees that, in all things relating to this Contract, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Consultant further expressly agrees that every act or omission of the City, which, in any way, pertains to or arises out of this Contract falls within the definition of a governmental function.

XVII. MISCELLANEOUS

- A. No waiver by the City of any violation or Event of Default shall be deemed or construed to constitute a waiver of any other violation or Event of Default herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default.
- B. The Agreement may not be assigned or subcontracted by the Consultant without the written consent of the City. If all or a portion on the contract work is proposed to be assigned or subcontracted, the name of the individual(s) to complete the work, address and the Provider proposed shall be submitted within the scope of the proposal.
- C. The Provider represents and warrants that: (1) it does not, and will not for the duration of the Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.

- D. The Provider verifies that: (1) it does not, and will not for the duration of the Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.
- E. The Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- F. The Provider represents and warrants that (1) it does not, and shall not for the duration of the Agreement, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Agreement. If circumstances relevant to this provision change during the course of the Agreement, the Provider shall promptly notify the City.
- G. This Agreement shall be construed in accordance with the laws of the State of Texas and both parties' consent to El Paso County as the exclusive venue for any lawsuits arising from this Agreement. In the event either party fails to perform its obligations and responsibilities as set forth herein and it becomes necessary for other party to enforce its rights by hiring an attorney or third party, the non-prevailing party shall be responsible for all fees and costs incurred by the prevailing party to enforce such rights.
- H. The City reserves, and does not waive, its rights of sovereign immunity and similar rights, and its rights under the Texas Tort Claims Act. No provision of this Agreement imposing any obligation or restriction on the City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Any provision of this Agreement permitting or requiring discretion, consent, or approval by the Provider shall be deemed to require the same be exercised reasonably and in good faith.
- I. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural unless the context otherwise requires.
- J. The captions are inserted in this Agreement for convenience only and in no way define, limit, or describe the scope or intent of this Agreement, or any provisions thereof, nor in any way affect the interpretation of this Agreement.
- K. This Agreement may not be altered, changed, or amended except by an instrument in writing signed by both Parties.
- L. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall continue as if such illegal, invalid, or unenforceable provision was not part of this Agreement.
- M. This Agreements is the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties,

or other matters, oral or written, purportedly agreed to or represented by or on behalf of either party or by any of their employees or agents, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Both parties acknowledge that they are entering into the Agreement solely on the basis of the representations and warranties contained herein.

Signed and effective the ____ day of May, 2025.

GILFO CONSULTING SERVICES

By:_____
Melinda Gildart, President & Founder

TOWN OF HORIZON CITY

By:_____
Andres Renteria, Mayor

ATTEST:

By:_____
Elvia Schuller, City Clerk

APPROVED AS TO CONTENT:

By:_____
Eduardo Garcia, Interim-Planning Director

APPROVED AS TO FORM:

By:_____
Sylvia Borunda Firth, City Attorney

ATTACHMENT “A”

Solicitation Number 2025-102RFP

Proposal for Grant Management, Administration and Compliance Professional Services

GilFlo Consulting Services, LLC