

RAINS COUNTY, TEXAS SMALL SERVICES CONTRACT

This Small Services Contract (“Agreement”) is made and entered into by and between Rains County, Texas (“County”) and the undersigned Contractor (“Contractor”).

1. PURPOSE AND SCOPE

This Agreement is for one-time, Professional services as described in Exhibit A. Contractor agrees to perform the services in accordance with the terms and conditions of this Agreement.

2. TERM

This Agreement shall begin on _____ and end on _____, unless terminated earlier under Section 8.

3. COMPENSATION

County agrees to pay Contractor a total amount not to exceed \$_____ in accordance with Exhibit A. Payment will be made within forty-five (45) days after Commissioners Court approval of invoices. County is tax-exempt.

4. CONTRACTOR’S RESPONSIBILITIES

Contractor shall furnish all labor, equipment, and materials necessary to complete the services described in Exhibit A in a safe, competent, and workmanlike manner.

5. INSURANCE REQUIREMENTS

Before commencing work, Contractor must provide proof of insurance with the following minimum coverage levels:

1. Commercial General Liability – \$1,000,000 per occurrence / \$2,000,000 aggregate
2. Automobile Liability – \$300,000 combined single limit.
3. Workers’ Compensation – Statutory (if applicable)
4. Employer’s Liability – \$100,000 per accident.
5. Professional Liability - \$500,000 per incident.

Rains County must be named as an additional insured. Policies must provide at least 30 days’ notice of cancellation. Proof of coverage shall be attached to Exhibit C.

6. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless Rains County, its officers, and employees from and against any and all claims, damages, or liabilities arising out of Contractor’s negligence or willful misconduct.

7. INDEPENDENT CONTRACTOR STATUS

Contractor is an independent contractor and not an employee, agent, or representative of Rains County.

8. TERMINATION

County may terminate this Agreement for convenience at any time upon written notice. Contractor shall be paid only for work performed up to the termination date.

9. COMPLIANCE WITH LAW

Contractor shall comply with all applicable federal, state, and local laws, including all licensing and permitting requirements.

10. REQUIRED STATUTORY CERTIFICATIONS

Contractor must complete and attach all certifications in Exhibit B, including Conflict of Interest (CIQ), Form 1295, Israel Boycott, Terrorist Organization, E-Verify, and any applicable HB 23 disclosures.

11. VENUE AND GOVERNING LAW

Venue shall be in Rains County, Texas. This Agreement is governed by the laws of the State of Texas.

12. ENTIRE AGREEMENT

This Agreement, including all attached exhibits, constitutes the entire agreement between the parties. No modification shall be valid unless approved by Commissioners Court in writing.

SIGNATURES

Rains County, Texas

Date: _____

Contractor

Date: _____

Date approved or ratified by Commissioners Court _____

EXHIBIT A

Scope of Work:

Sub-contractor agrees to provide consulting services to the County related to real estate, subdivision, and zoning regulations. Specific duties may include, but are not limited to;

Advising on zoning and subdivisions regulations, Recreational Vehicle regulations, Manufactured Homes regulations, Tiny Homes regulations and general land regulations.

Reviewing proposed developments for compliance with city and county ordinances.

Preparing reports or recommendations related to land use and planning.

Attending meetings as scheduled by the County.

Sub-Contractor agrees to perform the services with the highest professional standards and in compliance with all applicable laws and regulations.

See attached Statement of Qualifications, labeled EXHIBIT E.

Compensation \$_____ per year and monthly installments of \$_____ per month.

EXHIBIT B
REQUIRED LEGAL CERTIFICATIONS

By signing below, Contractor certifies compliance with the following statutes and requirements:

- Conflict of Interest Questionnaire (Gov't Code Chapter 176)
- Form 1295 – Certificate of Interested Parties (Gov't Code §2252.908)
- Non-Israel Boycott Certification (Gov't Code §2271.002)
- Prohibition on Contracting with Terrorist Organizations (Gov't Code §2252.152)
- Verification of Employment Eligibility (E-Verify)
- House Bill 23 – Disclosure of Conflicts (if applicable)

Contractor Signature: _____ **Date:** _____

EXHIBIT C
INSURANCE REQUIREMENTS & PROOF OF COVERAGE

Contractor shall provide proof of insurance with the minimum limits stated in Section 5.
Attach certificates of insurance and indicate below:

- Certificate of Insurance attached
- County listed as Additional Insured

Policy Numbers / Carriers / Effective Dates: _____

EXHIBIT D
W-9 AND COUNTY CONTACT INFORMATION

Vendor Tax ID (EIN/SSN): _____

Vendor Mailing Address:

Vendor Contact Name / Phone / Email:

County Department Contact: _____

*** Contractor shall provide current W-9 to the County Auditor

EXHIBIT E