

- i) Advise the County concerning Program requirements and regulations.
- j) Act as the County's liaison with TDRA on all communications.
- k) Prepare or insure the preparation of necessary reports about the Program, including the performance report for TDRA, the County Judge, Commissioners' Court and citizens' groups.

It is specifically agreed and understood that the Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing rather, Consultant will advise County of the need of such services in furtherance of the planned objectives of the County's Program.

II.

Consultant hereby agrees that in the implementation of this agreement, he will comply with the provisions of Attachment 1--Terms and Conditions, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

The County is awarding this contract in accordance with the State of Texas Government Code, Chapter 2254.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the Fair Labor Standards Act and the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Attachment O of OMB Circular No. A-102 and Title 24 CFR Part 570.200 (g) Consultant Activities.

V.

For and in consideration of the foregoing, County agrees to pay Consultant a fee not to exceed THIRTY FOUR THOUSAND AND NO/100 DOLLARS (\$34,000.00) payable upon receipt of invoice from Consultant in accordance with the following schedule:

Fee Schedule

Set Up Record Keeping System.....	\$1,700.00
Preliminary Administrative Requirements.....	1,700.00
Environmental Review.....	6,000.00
Special Conditions Fulfilled.....	2,400.00
Financial Management/Drawdowns.....	6,400.00
Equal Opportunity Requirements.....	1,000.00
Fair Housing Requirements.....	1,000.00
TDRA Liaison.....	2,400.00
Bid Documents/Bid Timetable/Bid Award.....	2,500.00
Construction/Demolition Compliance/Davis Bacon.....	3,000.00
Reporting and Correspondence.....	2,400.00
Closeout Documents.....	3,500.00

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by TDRA indicate that personal services were compensated at greater than reasonable rate.

VI.

The County Judge or his/her designated representative will act as the Consultant's primary contact regarding all matters in connection with the Program.

VII.

This agreement shall extend and be in full force until the County's 2009 Texas Community Development Program has been fully closed out satisfactorily by TDRA.

VIII.

If either party shall fail to keep any of the agreements herein by him to be kept, or to make any payments by him to be made, the other party may, by giving the party in default written notice, cancel and terminate this agreement as and from the expiration of five (5) days of receipt of said notice. In the event of termination, County agrees to pay Consultant for all services actually performed in a satisfactory manner and expenses incurred as of the date of termination in accordance with the schedule set forth in Paragraph V hereof. It is specifically agreed and understood by the parties hereto that, in the event of breach by Consultant, County reserves and preserves unto itself any and all remedies, administrative, legal, or equitable as may accrue to it either under the terms of this agreement or the laws of the State of Texas or of the United States.

IX.

County, TDRA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions. Consultant agrees hereby to maintain all records made in connection with this agreement for a period of three (3) years after County makes final payment and all other pending matters are closed.

X.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any of the Government of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XI.

This document embodies the entire agreement of the parties hereto and no amendment, addition, or deletion will be valid except same be in writing and executed by the parties.

XII.

If a portion of this contract is or be declared illegal, the validity of the remainder and balance of the contract shall not be affected thereby.

PUBLIC MANAGEMENT, INC.
P. O. Box 1827
Cleveland, Texas 77328
281-592-0439

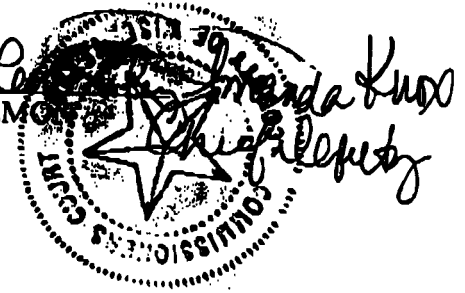
J. Andrew Rice
J. ANDREW RICE
President

COUNTY OF WISE

Bill McElhaney
BILL McELHANEY
County Judge

ATTEST:

Sherry Parker-Lemoine
SHERRY PARKER-LEMOINE
County Clerk



ATTACHMENT 1
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

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

- a) The Consultant will not discriminate against any employee or applicant for employment because of race, creed sex, color or national origin. The Consultant 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 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth provisions of this non-discrimination clause.
- b) The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c) The Consultant 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 Consultant will include the provisions a. through c. in every subcontract or purchase order unless exempted.

II.

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.

III.**Section 109 of the Housing and Community Development of 1974**

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.

IV.**"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 Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development 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 which 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 the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Consultant will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Consultant 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 Consultant will not subcontract with any subcontractor where he 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.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, his contractors and subcontractors, his successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

V.

Section 503 Handicapped Affirmative Action for Handicapped Workers

- a) The Consultant 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 Consultant 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 Consultant 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 Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The Consultant 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.

VI.

Interest of Members of County

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of program, shall have any personal financial interest, direct or indirect, in this Contract and the Consultant shall take appropriate steps to assure compliance.

VII.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Consultant shall take appropriate steps to assure compliance.

VIII.

Interest of Consultant and Employees

The Consultant covenants that he 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 services hereunder. The Consultant further covenants that in the performance of this contract, no person having any such interest shall be employed.