

PART I

PROFESSIONAL MANAGEMENT AGREEMENT

This AGREEMENT, entered into this 28th day of November, 2016 by and between the County of Panola, hereinafter called the "Locality," acting herein by LeeAnn Jones, County Judge, hereunto duly authorized, and Amazing Grants, Inc., hereinafter called "Consultant," acting herein by Mary Kay Thomas, President.

Locality	County of Panola 110 South Sycamore, Room 216 A Carthage, TX 75633
Consultant:	Amazing Grants, Inc Mary Kay Thomas P. O. Box 717 Big Sandy, TX 75755
Project:	Small Towns Environmental Program (STEP) Deadwood WSC, 2016 STEP, #7216026 Office of Rural Affairs Texas Department of Agriculture

WHEREAS, the Locality desires to implement a STEP project for water system improvements on behalf of Deadwood Water Supply Corporation under the general direction of the Texas Community Development Block Grant Program; and whereas the Locality desires to engage a Consultant to render certain services in connection with its project. 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 shall commence on November 28, 2016. In any event, all of the services required and performed hereunder shall be completed no later than the ending date August 19, 2018, as specified in the Locality's TxCDBG contract or if extended, until project completion.

3. Access to Information

It is agreed that all information, data, reports and records and maps as existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services, shall be furnished to Consultant by the Locality and its agencies. No charge will be made to Consultant for such information and the Locality and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in the contract. The Locality, the Texas Department of Agriculture (TDA), the Texas State Auditor's Office, the Comptroller General of the United States, or any successor agency or representative, shall have access to any books, documents, papers and records relating to the Contractor's agreement with the Locality or the administration, construction, engineering or implementation of the TxCDBG award between TDA and the Locality

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Thirty Five Thousand and No/100 Dollars (\$35,000.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract and will be paid with TxCDBG funds.

5. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against any and all claims, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws

6. Miscellaneous Provisions

- a This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Panola County, Texas
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and 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 not 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.
- e. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. Program Liaison for County

The County Judge or designee shall be the Consultant's primary contact.

8. Authority by Which the Grant Recipient is Awarding Funds

Grant funds are governed by 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

9. 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.

Locality:

Consultant:

County of Panola

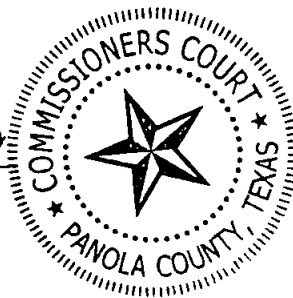
Amazing Grants, Inc.

By: LeeAnn Jones
LeeAnn Jones, County Judge

By: Mary Kay Thomas
Mary Kay Thomas, President

Attest.

By: Bobbie Davis
Bobbie Davis, County Clerk



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 Locality 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 TxCDBG regulations.
5. Furnish Locality with necessary forms and procedures required for implementation of project
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TDA.
7. Prepare and submit to Department documentation necessary for amending the TxCDBG contract
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report(s) for Locality.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to Locality regarding acquisition of property
 - Submit required reports concerning acquisition activities to Department
 - 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 Locality's signature to acquire the property or to secure an easement

- Assist the Locality in negotiation with property owner(s)

13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TDA or U.S Department of Housing and Urban Development (HUD).

B Financial Management

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter or current audit, Direct Depository/Authorization Form and Resolution authorizing signatures.
4. Prepare all fund drawdowns on behalf of the Locality 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 Locality personnel on implementation of project and regulatory matters.
7. Assist the Locality in establishing procedures to handle the use of any TxCDBG 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. Prepare Request for Release of Funds and certifications to be sent to Department

D. Acquisition

1. Prepare required acquisition reports(s).

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

E. Project Administration During Construction

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist Locality in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist Locality in determining whether or not it will be necessary to hire temporary employees specifically to carry out TxCDBG contract activities.
 - Assist Locality in maintaining adequate documentation or personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality 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 Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department
6. Provide sample TxCDBG contract documents to engineer.
7. Provide sample advertisement for bids to engineer.
8. Make ten-day call to Department.
9. Verify construction contractor eligibility with Department.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes

12. Submit any reports of additional classification and rates to Department.
13. Submit Labor Standards Record to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality 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. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Prepare Section 3 and Affirmative Action Plan.
5. Prepare all Section 504 requirements.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of excessive Force provision per 24 CFR Part 91
8. Ensure the adequate publication of required notices.

G. Relocation (If applicable to the project)

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality 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 (If applicable)

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department 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 Department requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

J. Additional STEP Services

1. Prepare materials for documentation for tracking volunteer's participation, time, activities, and benefit to the project
2. Assist the Locality with any additional documentation required for STEP projects.
3. Maintain picture account of project.

PART III

PAYMENT SCHEDULE

PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

Locality shall reimburse Amazing Grants, Inc. for management services provided for completion of the following project milestones Thirty Five Thousand and no/100 dollars (\$35,000.00) per the following percentages of the maximum contract amount

<u>Milestones</u>	<u>% of Contract Fee</u>
1. Establishment of Recordkeeping System	20%
2. Completion of Environmental Clearance	20%
3. Completion of all Acquisition Activities	10%
4. Construction and Volunteer Coordination	40%
5. Filing of all Required Close-out Information and programmatic Closure	<u>10%</u>
Total	100%

Fee Schedule

1. Milestone #1	\$ 7,000.00
2. Milestone #2	\$ 7,000.00
3. Milestone #3	\$ 3,500.00
4. Milestone #4	\$ 14,000.00
5. Milestone #5	\$ <u>3,500.00</u>
Total	\$ 35,000 00

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality 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 Locality, 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 Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined.

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality 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. Resolution of Program Non-Compliance. The following procedures will be followed to determine if a party is responsible:
 - a. Within ten (10) days after notification of non-compliance is received from TDA, the City and Consultant will meet to determine responsible party or entity.
 - b. Once the responsible party or entity is determined, any costs levied against the City as a result of non-compliance will be borne by the responsible party.
4. Changes. The Locality 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 Locality and the Firm, shall be incorporated in written amendments to this Contract.
5. Personnel.
 - a. The Firm represents that she has, or will secure at her 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 Locality.
 - 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 Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
 6. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality 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 Locality.
 7. Reports and Information. The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality 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.
 8. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which 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. Locality 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.
 9. 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 Locality.

10. 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.
11. 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 Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
12. 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 Locality 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.
13. 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.

14. 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

15. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunity

- 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 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 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. 135, 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 contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her 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 contractor 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 contractor 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.

16. Section 503 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers.

- a. The contractor 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 contractor 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 contractor 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 contractor'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 contractor 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.

17. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality 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 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 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.

19. Interest of Firm and Employees. The Firm covenants that 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.

CERTIFICATE OF INTERESTED PARTIES

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FORM 1295

1 of 1

Complete Nos 1 - 4 and 6 if there are interested parties
 Complete Nos 1, 2, 3, 5, and 6 if there are no interested parties

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Amazing Grants, Inc
 Big Sandy, TX United States

Certificate Number.
 2016-135486

Date Filed.
 11/10/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Panola County

Date Acknowledged

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

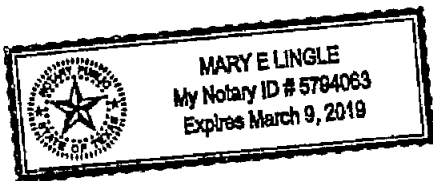
7216026
 Program Administration

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Thomas, Mary Kay	Big Sandy, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct



AFFIX NOTARY STAMP / SEAL ABOVE

Mary Kay Thomas
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Mary Kay Thomas, this the 16th day of Nov, 2016, to certify which, witness my hand and seal of office

Mary E Lingle
 Signature of officer administering oath

Mary E Lingle
 Printed name of officer administering oath

Notary Public
 Title of officer administering oath