

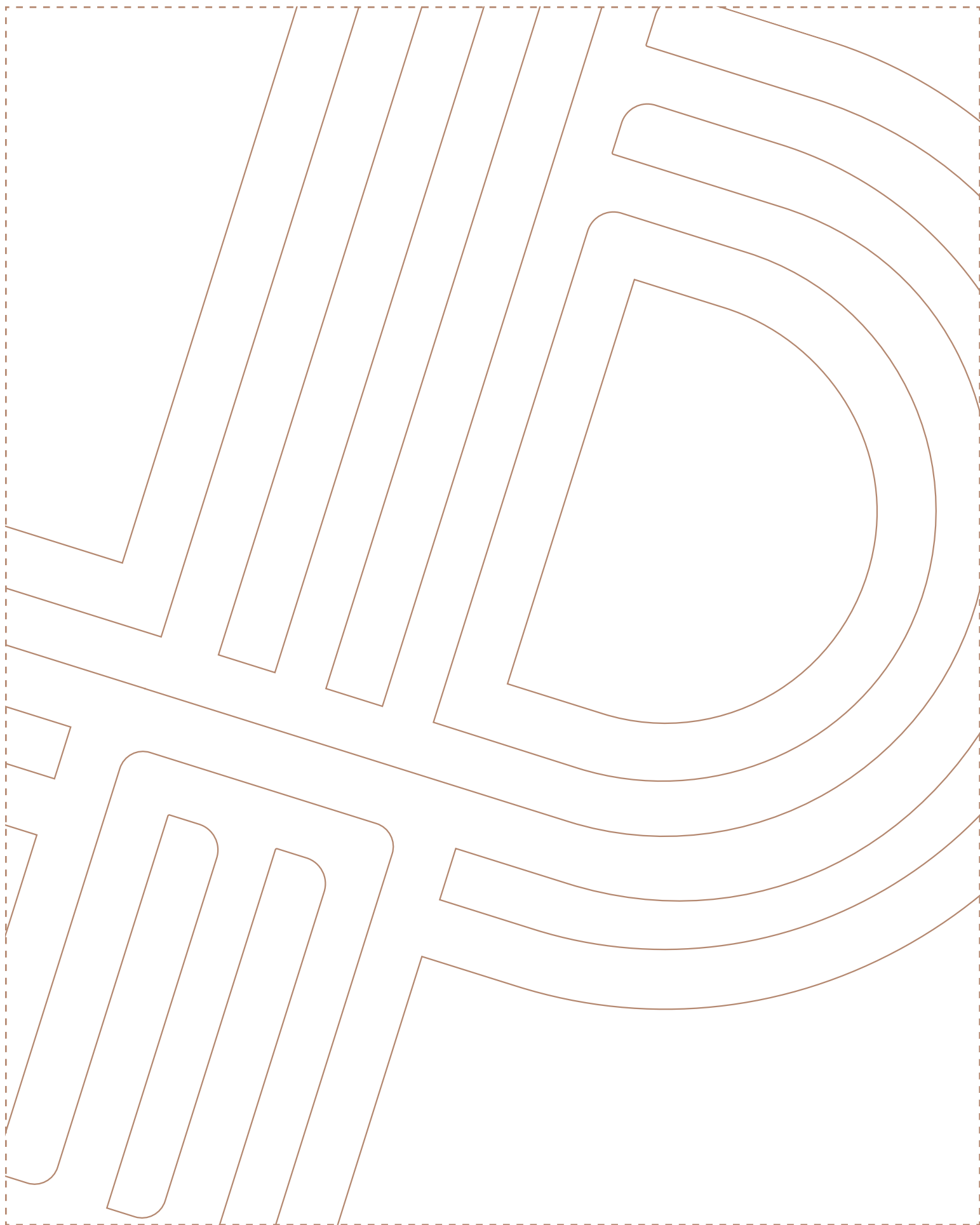
WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.
COMMITTED TO IMPACTFUL SOLUTIONS.
DRIVEN TO MAKE A DIFFERENCE.

PROPOSAL:

CITY OF BRECKENRIDGE

**APPLICATION PREPARATION &
ADMINISTRATIVE SERVICES**

TPWD Local Parks Grant





**PUBLIC
MANAGEMENT**
EST. 1982



June 2, 2025

Cynthia Northrop
City Manager
City of Breckenridge
105 N. Rose
Breckenridge, Texas 76424

RE: City of Breckenridge Grant Application Preparation and Administration Services for Texas
Parks and Wildlife (TPWD) Local Parks Grant Program

Dear Ms. Northrop:

We are excited for the opportunity to submit this proposal to the City of Breckenridge for Grant Application Preparation and Administration Services. We have assembled a highly qualified team that will be dedicated to identifying, pursuing, and implementing funding opportunities to address your community development goals and needs.

To date, Public Management, Inc. has guided its clients to over **\$1 billion** in funding initiatives which span multiple state and federal funding sources, including TPWD funding.

For forty years our Team has been dedicated to the mission of **Building Vibrant and Sustainable Communities**. Our performance and longevity are examples of our ability to deliver the needs of our clients and achieve our mission. Additionally, our extensive knowledge of the regulations and procedures of federal programs makes us well-equipped to assist the City with both day-to-day program management as well as high level policy issues. The Public Management, Inc. team has implemented state and federal programs throughout the region for decades. Strategically located throughout North Texas, our Team will be able to effectively and efficiently assist all coordination related to this funding.

As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our fee, as detailed in the Proposed Cost of Services section of this proposal, and will acknowledge the terms and conditions resulting in an awarded contract. We are grateful for the opportunity to submit this proposal to the Town and look forward to working with you on this much needed project!

Respectfully,

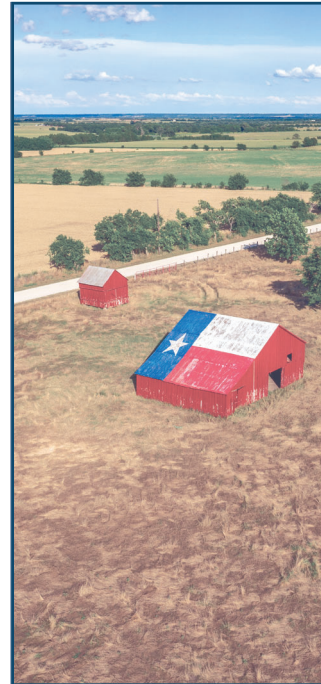
Patrick K. Wiltshire
President

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INTRODUCTION

"Public Management, Inc. has been an excellent partner for Chambers County for more than a decade. Their team offers a wealth of knowledge and does an excellent job of guiding our County through the grant application, administration, and auditing process. They are always accessible and answer every question that we have. We are looking forward to continuing to work with Public Management, Inc. in the future."

- Chambers County

INTRODUCTION

Public Management, Inc. is more than a consultant. We do more than grant management and offer much more than typical planning services. We help communities, big and small, in the pursuit of prosperity.

CHAMPIONS FOR TEXAS TOWNS

Public Management, Inc. was founded to help Texas communities navigate the challenges faced when pursuing prosperity for their cities and towns. We empower our clients to grow and improve the quality of life for their residents through sound planning, financing, and management initiatives. We believe in the potential of every Texas city and town and exist to build vibrant and sustainable communities.

Established in 1982, Public Management, Inc. is an employee-owned, private consulting firm operating in the state of Texas. The following Team will be dedicated to assisting with the development and implementation of the proposed project.



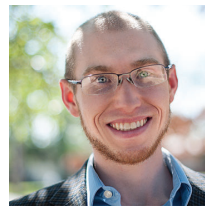
PATRICK K. WILTSHIRE

President



KRISTEN BOSWELL

Project Manager



JAKE MCADAMS

Regional Project Manager



MORGAN VERETTE

Director of Community
Development

For over 40 years, Public Management, Inc. has assisted many political subdivisions in the state of Texas who find themselves in need of professional planning, management or financial services. These institutions either do not have the qualified staff to administer a special project or they have qualified staff that does not have the time to devote to a special project or issue. Public Management, Inc. seeks to fill that void with a small team of expert individuals and support services.

Public Management, Inc. provides a high level, hands on, responsive approach to meeting the needs of the client. With a staff of highly qualified employees, Public Management, Inc. is uniquely positioned to scale operations to the needs of the client. As a small firm of reliable experts with nimble capabilities, Public Management, Inc. focuses our collective expertise on accomplishing the objectives of the client.

INTRODUCTION

A COMPANY FOR THE FUTURE

Public Management, Inc. has been committed to Texas for Decades. With our Team of energetic and purpose driven individuals, we are positioned to provide unparalleled service. Our passion runs deep and our commitment is guaranteed. We are excited for the next forty years.

BY THE NUMBERS

OVERVIEW

1982 - Present

\$1 Billion

Total
Funding

225

Communities
Impacted

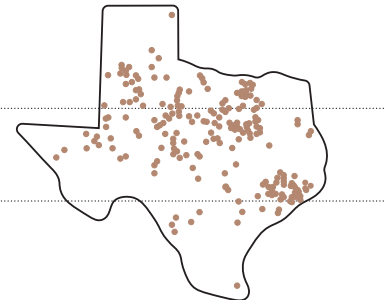
PROJECTS BY REGION

1982 - Present

30%

60%

10%

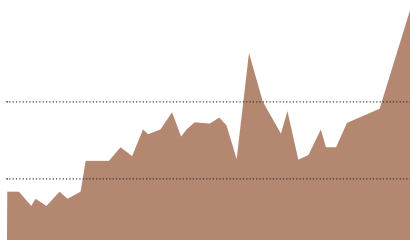


COMMUNITIES IMPACTED

1982 - Present

40

20



1982

2024

CLIENT FUNDING

1982 - Present

\$4.4M

Average Client
Funding

\$24M

Average Annual
Client Funding

Government Codes

Employer Identification Number: 76-0361938

Unique Entity ID: DL1PFHMDM786

Duns Number: 945630507

NAICS: 541611

Litigation History

None

Financial Solvency

Public Management, Inc. has been in continuous operation for over 40 years. The corporation maintains stringent fiscal policy with prudent budget operations. Public Management, Inc. has a healthy financial outlook with little to no debt.

Conflicts

None

INTRODUCTION

OFFICE LOCATIONS

Public Management, Inc. currently operates five office locations: two physical offices and three satellite offices.



HOUSTON, TX

Public Management, Inc. headquarters is located at 15355 Vantage Parkway West, Suite #360, Houston, Texas 77032. This office location serves the South and Southeast Texas region and is the main company office from which all corporate administration and support services originate.

GRANBURY, TX

The Granbury office services the Dallas-Fort Worth Metroplex and is located at 201 E. Pearl St., Granbury, Texas 76048.

SATELLITE OFFICES

ABILENE, TX

Abilene serves as the satellite office for the West Texas region.

SAN ANTONIO, TX

San Antonio serves as the satellite office for the Houston and West Texas region.

PROPOSAL STRUCTURE

This proposal is organized in a fashion that should be clear and concise to the reviewers. Specifically, we have submitted the requested information in a manner that will highlight the vast experience and history of Public Management, Inc. The Introduction section will provide the overall impact that Public Management, Inc. has had on its clients around the state. The Scope of Work section details our specific project approach and methodology for this RFP, as well as provides a description of the services that will be conducted. The Experience section lists all relative projects that have been managed by Public Management, Inc. The References section provides specific contacts of clients that Public Management, Inc. is working with or has completed work for. The Team section highlights the individuals with Public Management, Inc. that will be assigned to this contract. The Contract section provides a proposed Allocation Administration and Management Services contract with all associated contract inclusions as well as proposed cost. Within the Required Forms section all pertinent RFP submittals will be located.

APPROACH & METHODOLOGY

"The City of Baytown has successfully worked with Public Management, Inc. over 10 years. Public Management has assisted with obtaining new funding sources, managing the complicated grant funding for infrastructure projects, and monitoring all disaster funding for Baytown. Their team is composed of consummate professionals and deliver excellent, knowledgeable customer service. They have been a great liaison with the county and state officials as they speak their language and have a crystal-clear understanding of the convoluted regulations."

- City of Baytown

WE HELP COMMUNITIES IN PURSUIT OF PROSPERITY.

In addition to securing funds to help meet their goals, communities count on our team to plan, research, navigate and manage the entire process.

METHODOLOGY

The Team will immediately begin conducting application assessment and project development meetings to familiarize all parties with the schedule of the proposed funding source, necessary documents, and procedural compliance. These will set the stage for comprehensive understanding of the program and allow the City to secure funding in a timely manner.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful application submittal. Once an application is submitted, the Team will monitor the review process and report the status back to the City. If an application is scheduled for award, the Team will notify the City of the results and discuss next steps and important procedures to undertake in order to be prepared for contract initiation.

Upon successful contract development, the Team will work with the funding agency to ensure that all review and approval requirements are met so that awards will be made. The Team will utilize a project management system to track projects from application development to contract closeout. This system will ensure accountability and efficiency for the City.



APPLICATION PREPARATION

Securing funding is critical to recovery. Our Team has a proven process to identify project needs and develop award winning applications.



CONTRACT MANAGEMENT

The Team will ensure the contract remains in full compliance with all applicable state and federal regulations as well as meet the timeline & budget requirements.



PROJECT MANAGEMENT

Our Team has decades of experience guiding our clients through the road to recovery. We have secured over \$850 million in project initiatives.



PRE-FUNDING SERVICES

Let's start at the beginning, when your project is little more than a "What if?" Working together, we will help the City define what's important and look ahead to what's next.

Application Preparation

The Team will prepare the application as directed by the City to apply for the available funding adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application.

1. SCHEDULE DEVELOPMENT

Evaluate funding requirements and develop an application timeline. Focus will be given to major development milestones with required deliverables.

2. PROGRAM REVIEW

Present program details and application requirements. Cover submission requirements and critical document development.

3. MEETING COORDINATION

Facilitate meetings (stakeholders, engineer, staff, etc.) to ensure application and schedule compliance.

4. CITIZEN PARTICIPATION

Coordinate public meetings and outreach efforts that are defined in local Citizen Participation Plan. In some cases, this may include the development of appropriate citizen participation plans.

5. PROJECT DEVELOPMENT

Work with the engineer and staff to identify and prioritize needs. Develop an action plan to address these needs and implement the community needs assessment strategy.

6. BENEFICIARY REVIEW

Assess project impact area to determine appropriate beneficiary methodology. Review census data to determine applicability and advise on the necessity of project area income survey.

7. PRELIMINARY ENVIRONMENTAL REVIEW

Conduct environmental impact analysis to determine project effects in flood prone regions, wetlands, as well as endangered species.

8. MAPPING

Generate quality maps which depict the project and benefit area. Maps will be used to detail project location as well as environmental impact.

9. APPLICATION COMPLETION & SUBMISSION

Compile finalized application material, including approved budget and project impact detail, and prepare for submission. Complete electronic records will be maintained for reference.



POST-FUNDING SERVICES

A little help and guidance can go a long way on the road to recovery. Whether it's for three months or 30 years, we'll show up, step up, and go to work as an extension of your team.

1. ADMINISTRATIVE DUTIES

The Team will coordinate all program elements to effectuate successful project development. This includes stakeholder meeting to determine goals/objectives, reporting and project progress dissemination, as well as the overall contract maintenance. The development of clear communication between the City and any other appropriate service providers will allow the Team to act as the liaison in all matters concerning the project.

2. RECORD KEEPING

The Team will assist the with developing and maintaining all records generated by the program. This includes all records required by the funding agency and the District (i.e. program management records) in both physical and digital formats.

3. FINANCIAL MANAGEMENT

The Team will assist with the development and maintenance of the contract ledger, general journal, cash receipts and all other necessary financial documents. Additionally, the Team will develop and submit payment requests in line with contract milestones, as well as monitor the City's financial system.

4. CONSTRUCTION MANAGEMENT

The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents and application. This includes on-site visitations, document control and scope realignment, and project meetings.

5. REAL PROPERTY ACQUISITION (AS APPLICABLE):

The Team will assist with preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property. This includes following appropriate federal regulations and detailed by the Uniform Act (i.e. administrative coordination of parcel selection, value determination, outreach/correspondence, offer/settlement).

6. ENVIRONMENTAL SERVICES

The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable. On-site visits and appropriate consultation will be conducted to ensure environmental clearance.

7. CIVIL RIGHTS REQUIREMENTS

The Team will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. This includes processes that ensure the District and its contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

8. PROCUREMENT/BIDDING/CONTRACTING:

The Team will advise on the implementation of appropriate procurement procedures to obtain professional and construction services necessary to complete the project(s). This includes ensuring compliance with Local Government Code Chapter 252 as well as 2 CFR 200.320.

9. LABOR STANDARDS MONITORING:

The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The program will be structured so that all procurement procedures and contracts will meet equal opportunity requirements. This includes compliance with the Davis-Bacon Act, Fair Labor Standards Act, Contract Work Hours & Safety Standards Act, as well as other prevailing labor requirements.

10. FORCE ACCOUNT (AS APPLICABLE):

The Team will assist the City in preparing force account documentation for the project and will consolidate this information for suitable presentation to the funding agency. Record development, review and maintenance will be coordinated to ensure project milestones are tracked and costs are reimbursed.

11. CONTRACT CLOSE-OUT ASSISTANCE:

The Team will develop and maintain all necessary reports required by the funding agency to close out the project. This includes conducting final project inspections, evaluating contract completion documents, and coordinating stakeholder review. Lastly, the Team will work with the District in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

PROJECT APPROACH

The Team will utilize local staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The City will have access to the Team and our methodology ensures that the City will be informed throughout the course of the project.

Our holistic approach to disaster recovery and project management provide the City with a sufficient understanding of the challenges at hand as well as the resources available to address these needs. When funding is secured, the Team will then work to implement the program from award to successful closeout. The Team's primary focus will be to ensure that proposed project is achieving desired outcomes that will provide the greatest benefit to the community.

The following page details a typical project timeline from procurement and application development through contract award and closeout. Although project complexities, as well as other extenuating circumstances, may alter the schedule it is presented here for reference and an understanding of the overall process.

PROPOSED COST OF SERVICE

"I highly recommend Public Management, Inc. services to any organization. We've worked with them for over two decades, and had a great experience. Their knowledge has enabled us to receive grants for utility lines in our low to moderate income areas multiple times, where there is a real need. The impact this has made on our community can't be put into words. The team at Public Management, Inc. is always professional, organized and highly experienced. We look forward to working with them on all our grant needs in the future."

- City of El Campo



**PUBLIC
MANAGEMENT**
EST. 1982



June 2, 2025

Cynthia Northrop
City Manager
City of Breckenridge
105 N. Rose
Breckenridge, Texas 76424

RE: Proposed Cost Structure, Letter of Profit Statement and Negotiation

Dear Ms. Northrop:

Public Management, Inc.'s proposed fee for Application Preparation and Administrative Services is based on the City's pursuit of a Local Parks Grant from TPWD. A fixed fee of \$6,500 is being proposed to prepare the application and a fee will be negotiated for administrative services ranging between 6% and 12% of the estimated construction budget submitted with the application. These are separate tasks and PMI can perform one or both of these tasks for the City.

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must evaluate costs and negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

As detailed on the following page, our fee schedule and hourly rates are in-line with other established schedules by similar federal and state programs (FMEA, CDBG, etc.). Of this fee, our level of profit for is approximately 5-10%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing application and mapping documents; the environmental review process; complete contract management and coordination with all vendors and contractors; labor standards requirements (as applicable); financial management oversight; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since the City must review our proposed costs and consider our profit and negotiate it separately from our overall contract price, please accept this letter as the attachment to our proposed fee.

Respectfully,

Patrick K. Wiltshire
President



APPLICATION PREPARATION

There is \$6,500 charge for application development, preparation and submission. This fee will be billed based upon percent of work complete on the date following the application due date.

PROJECT DELIVERY / ADMINISTRATIVE SERVICES

<u>Estimated Construction Budget</u>	<u>Percentage Factor</u>	<u>Fee Not to Exceed</u>
\$0 - \$200,000.00	12.00%	\$24,000.00
\$200,000.01 - \$285,000.00	11.00%	\$31,350.00
\$285,000.01 - \$375,000.00	10.00%	\$37,500.00
\$375,000.01 - \$500,000.00	9.00%	\$45,000.00
\$500,000.01 - \$750,000.00	8.00%	\$60,000.00
\$750,000.01 - \$1,500,000.00	7.00%	\$105,000.00
Greater than \$1,500,000.00	6.00%	

PUBLIC MANAGEMENT, INC. 2023 HOURLY RATE

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

This contract ("Contract") is made and entered effective _____, 2025 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF BRECKENRIDGE**, ("Client") for the purpose of retaining Consultant to render **Application Preparation and Administration Services** to the Client for a Local Parks Grant administered by the Texas Parks and Wildlife Department.

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

Application Preparation: The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

Administrative Duties: The Consultant will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Consultant will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Consultant will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

Construction Management: The Consultant will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

CONTRACT ADMINISTRATION SERVICES

Administrative Duties: The Consultant will work with the Client's staff to provide the necessary administrative services to see the project to completion. The Consultant will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition (as applicable): The Consultant will assist the Client in a preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services (as applicable): The Consultant will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

Civil Rights Requirements (as applicable): The Consultant will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Consultant will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Consultant will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring (as applicable): The Consultant will ensure that all labor standards laws and regulations are observed during the course of the project. The Consultant will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Consultant will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

Force Account (as applicable): The Consultant will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency. ***Public Management, Inc. may consider an additional fee for these services depending upon the scope of Force Account activities.***

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Consultant will prepare any necessary reports required by the funding agency to close out the project. The Consultant will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that 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 Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____

Consultant Initials _____

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

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 laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to the Local Parks Grant and in consideration of the foregoing, Client agrees to pay Consultant a fee **not to exceed \$6,500 for Application Preparation Services (Attachment I)**. It is agreed that Application Preparation Services will be billed based upon percent of work complete on the date following the application due date. After award, Client agrees to pay Consultant a fee **between 6% and 12% of the estimated project construction budget for Project Administration Services (Attachment II)**. Services are payable upon receipt of invoice from Consultant. *The fee will be based on the final approved project amount and scope of work. Consultant reserves the right to renegotiate fees based on the final scope of work.*

VI.

It is agreed that upon determination of final approved project amount and scope of work Consultant and Client will execute the **Work Authorization (Attachment II)** that will detail Consultant's final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in Corporate Hourly Rate and Fee Schedule (**Attachment III**). *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

VII.

Payment of the fees associated with ("**Part V. and VI.**") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) 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 Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant 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,

Consultant 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 actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, State of Texas or Federal authorities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, 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 governmental entity 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.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

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

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under

or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



PATRICK K. WILTSHIRE
President/CEO

Client

City Manager

ATTEST:

**Attachment I
Work Authorization**

For work associated to Application Preparation Services, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

SIX THOUSAND FIVE HUNDRED AND NO DOLLARS (\$6,500.00)

The fees are payable upon receipt of invoice from Consultant and will be billed based upon percent of work complete on the date following the application due date.

<u>ADMINISTRATIVE PREPARATION SERVICES</u>	
Application Preparation & Submission	\$6,500.00
TOTAL FEE	\$6,500.00

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

PATRICK K. WILTSHIRE
President/CEO

City Manager

ATTEST:

**Attachment II
Work Authorization**

For work associated to Grant Administration Services, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

_____ (\$ _____)

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<u>ADMINISTRATIVE SERVICES</u>	
Preliminary Administrative Requirements	\$
Environmental Review	\$
Start of Construction	\$
Construction Completion	\$
Closeout Documents	\$
TOTAL FEE	\$

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

PATRICK K. WILTSHIRE
President/CEO

City Manager

ATTEST:

**Attachment III
Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.
2025 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

Hourly rates for personnel not listed will be billed at direct payroll cost

REIMBURSABLE EXPENSES

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2025. In January, 2026, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

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

(1) 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.

(2) 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]

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, 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.

III.

Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, 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 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.

V.

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.

VI.

Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) 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. 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) 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 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) 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) 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 the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) 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.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client 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 Consultant shall take reasonably appropriate steps to assure compliance.

IX.

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 Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

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

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant 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 Consultant. The

Consultant 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."

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees.

All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$150,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

THE TEAM

"The City of Beaumont has worked with Public Management, Inc. on many large grant projects. Public Management has helped us to navigate the often-complicated grant funding process as well as bringing information to the table on new grant funding possibilities. They are always available to answer questions, solve problems and keep us on track. We look forward to continuing to work with Public Management, Inc. in the future."

- City of Beaumont

PATRICK K. WILTSHIRE

PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

PRESIDENT

Supervisory authority over all Company operations including, but not limited to, project assignment and management; personnel policies; daily operational functions and policies; financial operations; business development; and resource allocation. Coordinates short and long range strategic planning which aim to enhance and/or develop, implement, and enforce policies and procedures that will improve the overall operation and effectiveness of the corporation. Cultivates a Client-Based approach to service delivery, addressing the needs of each client in ways that optimize performance and address quality of life needs. Promotes a culture of high performance and continuous improvement that values learning and a commitment to quality.



Implemented unique Project Management Software to improve overall management and project efficiencies.

JAN. 2014 - DEC. 2014
Public Management, Inc.

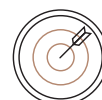
CHIEF OPERATIONS OFFICER



Managed or directed over \$500 million project initiatives

DEC. 2009 - DEC. 2013
Public Management, Inc.

PROJECT MANAGER



Coordinated programmatic Improvements to various CDBG programs (TDA, GLO)

EDUCATION

AUG. 2007 - DEC. 2009
Texas A&M University
Corpus Christi, Texas

M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Policy Analysis, Budgeting, Planning

AUG. 2001 - MAY 2006
Missouri Valley College
Marshall, Missouri

B.A. CRIMINAL JUSTICE & SOCIOLOGY

Areas of Concentration: Sociology, Criminal Justice, & English

CONTACT



PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 360
Houston, TX 77032



EMAIL
pwiltshire@publicmgt.com



PHONE
281-592-0439 x28



**PUBLIC
MANAGEMENT**
EST. 1982

MORGAN VERETTE

DIRECTOR OF COMMUNITY DEVELOPMENT



EXPERIENCE

MARCH. 2025 - PRESENT
Public Management, Inc.

DIRECTOR OF COMMUNITY DEVELOPMENT

The Director of Community Development will lead and oversee all aspects of community development projects for Texas cities and counties, with a primary focus on securing and managing funding through federal and state grant programs, including Community Development Block Grants (CDBG), downtown revitalization and main street programs, parks and recreation funding, and additional financial opportunities that align with the company's mission. This individual will play a pivotal leadership role in guiding the efforts of a team of project managers and will be responsible for ensuring that all projects meet the company's standards of excellence, budgetary constraints, and timelines.



Oversees all community development projects in Texas



Currently managing over \$20 million of community and economic development funding

AUG. 2018 - FEB 2025
Public Management, Inc.

PROJECT MANAGER



State Certified Project Manager

EDUCATION

AUG. 2014 - DEC. 2017
Angelo State University
San Angelo, Texas

B.A. BUSINESS ADMINISTRATION

Areas of Concentration: Administration, Management

CONTACT



PUBLIC MANAGEMENT, INC.
P.O. Box 505
Abilene, TX 79601



EMAIL
mverette@publicmgt.com



PHONE
281.592.0439 x33



**PUBLIC
MANAGEMENT**
EST. 1982

JAKE R. MCADAMS

REGIONAL PROJECT MANAGER



EXPERIENCE

JAN. 2016 - PRESENT
Public Management, Inc.

REGIONAL PROJECT MANAGER

Responsible for client relations, business development, and overall project management in the North and West Texas Region. Assists with staff training and development along with the overall implementation of corporate strategies.



Oversees and manages all company operations in North and West Texas

JULY 2015 - DEC. 2020
Public Management, Inc.

REGIONAL MANAGER, NORTH/WEST TEXAS



Formally recognized by TDA for outstanding performance in project management

FEB. 2014 - JUNE 2015
Public Management, Inc.

PROJECT MANAGER & COMPLIANCE SPECIALIST



Successfully applies for diverse range of funding opportunities

EDUCATION

MAY 2012 - DEC. 2013
Stephen F. Austin State Univ.
Nacogdoches, Texas

M.A. HISTORY

Areas of Concentration: Public History, Suburban History

AUG. 2008 - MAY 2012
Stephen F. Austin State Univ.
Nacogdoches, Texas

B.A. HISTORY

MINOR IN OUTDOOR RECREATION MANAGEMENT

Areas of Concentration: Public History, Activity Management

CONTACT



PUBLIC MANAGEMENT, INC.

201 E. Pearl Street
Granbury, TX 76048



EMAIL

jmcadams@publicmgt.com



PHONE

281-592-0439 x31



**PUBLIC
MANAGEMENT**
EST. 1982

WWW.PUBLICMGT.COM

KRISTEN BOSWELL

ASSISTANT PROJECT MANAGER



EXPERIENCE

OCT. 2023 - PRESENT
Public Management, Inc.

ASSISTANT PROJECT MANAGER

Assist project managers in the planning, management and financial areas of client projects. Prepare all necessary compliance documents and generally manage compliance issues for client projects. Collect data and prepare reports, forms and studies for project managers. Organize and maintain computer data files and hard copy files. Under supervision of project managers, conduct wage interviews and inspections for firm's projects. Attend workshops and information seminars related to job duties. Prepare draft letters and answer some correspondence. Complete other duties as assigned by project managers, supervisors and principal owners.



Manages projects in North and West Texas



Maintains project timelines and reporting for regional projects.

JAN. 2015 - SEPT. 2020
City of Granbury

ADMINISTRATIVE ASSISTANT



Oversees data collection and analysis of regional projects

EDUCATION

AUG. 2007 - MAY 2011
Texas Tech university
Lubbock, Texas

B.A. BUSINESS ADMINISTRATION

Areas of Concentration: International Business

CONTACT



PUBLIC MANAGEMENT, INC.

201 Pearl Street
Granbury, TX 76048



EMAIL

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PHONE

281.592.0439



**PUBLIC
MANAGEMENT**
EST. 1982

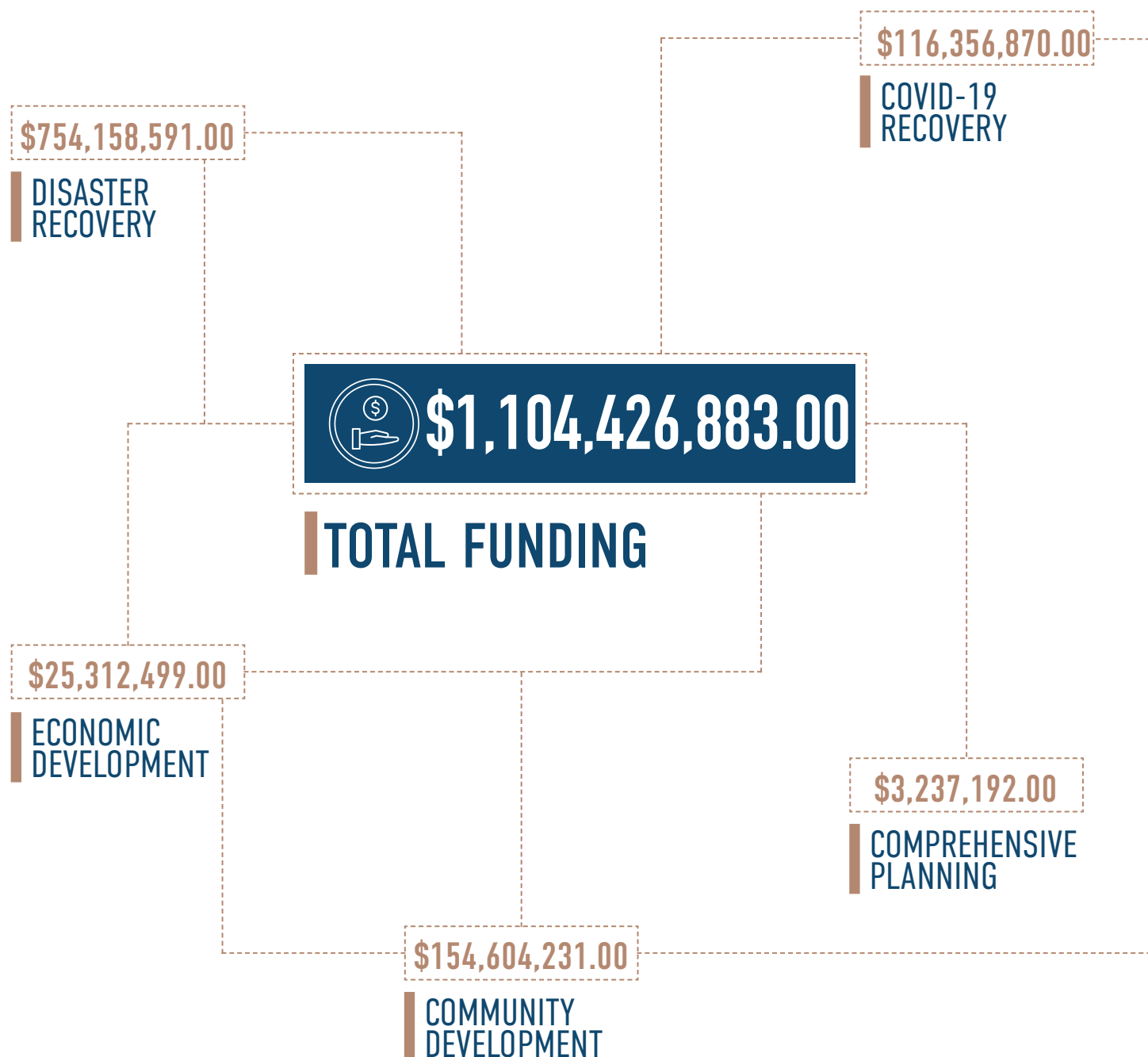
WWW.PUBLICMGT.COM

EXPERIENCE

"We have been fortunate to work with Public Management, Inc. for nearly a decade. Their team has always provided the utmost of professionalism. They have been available to walk us through every aspect of any grants with knowledge, skill and patience. Public Management, Inc. has been by our side every step of the way making sure we are clear on every aspect of our grants process. We would not hesitate at all giving a 100% recommendation to anyone who is looking for a great grant management team."

- City of Hico

EXPERIENCE SUMMARY



1982

PERFORMANCE PERIOD

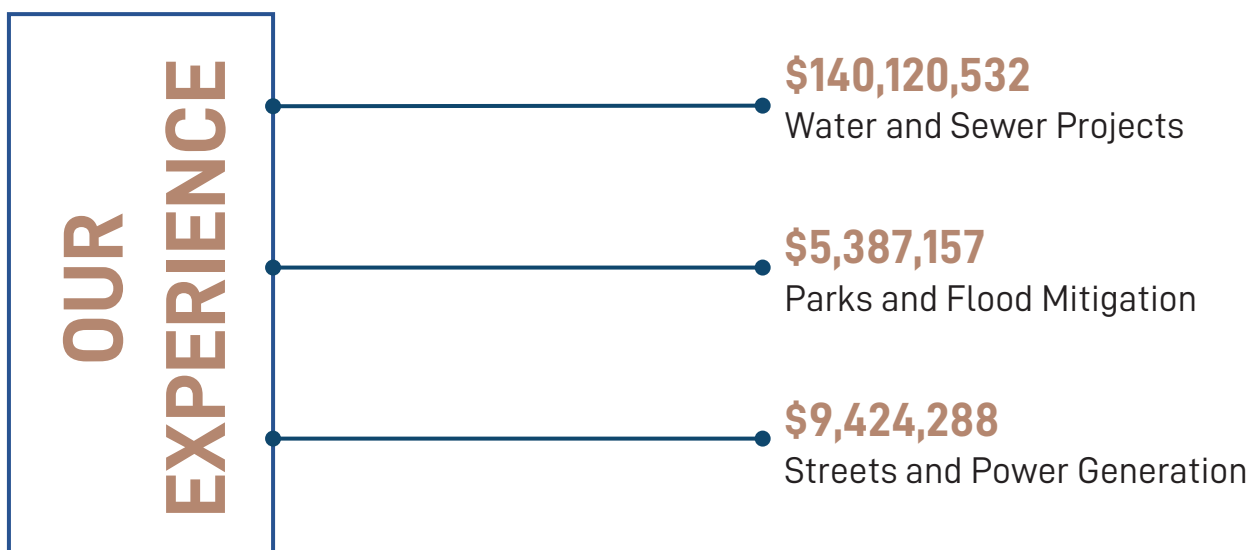
PRESENT

EXPERIENCE WITH COMMUNITY DEVELOPMENT

Public Management, Inc. has managed over \$154,000,000 in federally funded community development grants since 1982. These projects have included improving public infrastructure, construction of public parks, and the procurement of assets critical to the provision of government services.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION



CASE STUDY:
DICKINSON,
TEXAS



OUR SERVICE TO THE CITY OF DICKINSON EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM LONG-RANGE PLANNING, TO SECURING PUBLIC INFRASTRUCTURE FUNDING FOR MAJOR DISASTER RECOVERY PROJECTS, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY THROUGH CRITICAL INITIATIVES AND SECURED OVER \$90 MILLION.

FOCUSED ON SUSTAINABILITY

WE FOCUS ON IMPACTS AND OUTCOMES TO DRIVE COMMUNITY NEEDS AND NAVIGATE THE ARRAY OF FUNDING OPPORTUNITIES.

CLIENT CHALLENGES

Identify and prioritize a large number of community development and disaster recovery projects

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

OUR SOLUTIONS

Advised on state and federal regulations and developed programs aimed at effective implementation

Incorporated results-oriented projects

Managed projects from planning through construction

THE RESULTS

Secured over \$90 million in community development & disaster recovery funding

Developed and constructed major infrastructure improvements to enhance sustainability

A healthier, more resilient community prepared for future development

DECADES OF COMMITMENT

SINCE 1991, WE HAVE GUIDED THE CHAMBERS COUNTY THROUGH A VARIETY OF COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, AND DISASTER RECOVERY INITIATIVES. NEARLY THREE DECADES LATER, OUR TEAM HAS MANAGED OVER \$64 MILLION IN GRANT-FUNDED PROJECTS WHICH HAVE SPURRED DEVELOPMENT AND IMPROVED PUBLIC INFRASTRUCTURE.



CASE STUDY: CHAMBERS COUNTY, TEXAS



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION.

CLIENT CHALLENGES

Balance progressive ideas for growth with a conservative approach to budgets and financing

Offset local expenditures for infrastructure improvements

Achieve long-term disaster recovery mitigation and define goals for community development

OUR SOLUTIONS

Applied for, secured and managed grant funding to subsidize capital improvements and mitigate future disasters

Coordinated long range planning initiatives

Align needs with funding mechanism

THE RESULTS

Created significant ROI and value through strategy, planning and project management

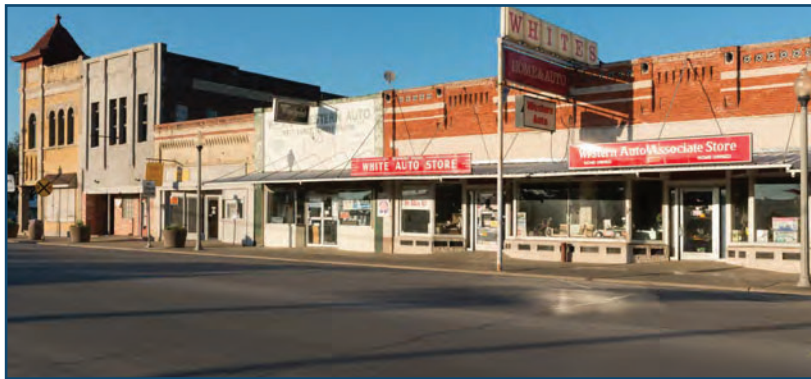
Secured over \$64 million

Substantial improvements to critical infrastructure.

WE UNDERSTAND THAT LASTING IMPROVEMENTS ARE INCREMENTAL AND WE ARE COMMITTED TO HELP YOUR COMMUNITY ACCOMPLISH YOUR GOALS AND TO REDUCE YOUR ADMINISTRATIVE BURDEN IN ACHIEVING SUCCESS.

GOAL DRIVEN

OUR SERVICE TO THE CITY OF EL CAMPO EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM RECONSTRUCTING HOUSES TO SECURING PUBLIC INFRASTRUCTURE FUNDING, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY TO SIGNIFICANT COMMUNITY DEVELOPMENT INITIATIVES.



CASE STUDY: EL CAMPO, TEXAS

CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

THE RESULTS

Assisted city accomplish identified goals

Obtained approximately \$19 million in grant funding

Helped to create a more sustainable community

OUR PROFESSIONAL PLANNERS AND PROJECT MANAGERS KEEP EVERYONE FOCUSED ON STRENGTHENING THE PROJECT GOALS AND OBJECTIVES. THAT WAY, EVERYONE CAN RALLY AROUND A COMMON VISION AND A SHARED COMMITMENT.

PLANNING A HERITAGE

THE CITY OF CLEVELAND IS ONE OF OUR OLDEST CLIENTS. FOR NEARLY 40 YEARS, OUR TEAM HAS SECURED AND MANAGED OVER \$14 MILLION IN GRANT FUNDED PROJECTS. OUR DEDICATION TO THE CITY IS ROOTED IN OUR COMMITMENT TO IMPROVE THE QUALITY OF LIFE FOR ALL RESIDENTS.



CASE STUDY: CLEVELAND, TEXAS

CLIENT CHALLENGES

Aged and/or deteriorated infrastructure that is not suitable to address existing needs or projected development

Proper long-term planning and needs assessment

Budget restrictions for large scale capital projects

OUR SOLUTIONS

Researched short and long term goals for program implementation

Developed needs based approach to funding opportunities with emphasis on sustainability

Secure funds which target strategic areas for improvement

THE RESULTS

Managed and implemented tangible projects to existing quality of life issues

Secured over \$14 million

Have maintained a client relationship for more than 40 years

DEDICATION TO OUR CLIENTS

WE HAVE ADMINISTERED AND ADVISED THE CITY OF STEPHENVILLE ON VARIOUS UTILITY, PRIVATE DEVELOPMENT, AND COMMUNITY DEVELOPMENT NEEDS THAT HAVE BEEN FUNDED BY GRANTS, LOANS, AND LOCAL FUNDS. STEPHENVILLE EXEMPLIFIES THE DESIRED CLIENT RELATIONSHIP OF COMMITMENT TO ASSIST WITH ALL COMMUNITY DEVELOPMENT AND PLANNING NEEDS.



CASE STUDY: STEPHENVILLE, TEXAS



WE ARE DEDICATED TO HELPING CLIENTS UTILIZE
THE BEST FUNDING SOURCE TO COMPLETE EACH PROJECT

CLIENT CHALLENGES

Undersized and deteriorated utilities and drainage throughout town

A growing residential population and state college

Multiple disaster events impacted by major river bisecting town

OUR SOLUTIONS

Understanding communities needs and resource limitations

Identifying and advising on various financing vehicles to meet needs

Completing roles the PMI team excels at and bringing in other reliable professionals to assist the city when needed

THE RESULTS

Secured and spent close to \$21 million on community needs in less than a decade

Completed needed projects to manage existing population needs and allow future growth

Identified solutions that would accentuate the local resources to attract visitors and new residents

REFERENCES

"The City of Grandview has had the pleasure of working with Public Management, Inc. for a number of years. With assistance to secure funding for comprehensive planning, street improvement, and large-scale water and wastewater improvements, we have never worked with a company so attentive, detailed, and responsive. Words can't describe how grateful the city is for all Public Management, Inc. has done for our city. "

- City of Grandview

REFERENCES



City of Anahuac

Julie Harvill

City Secretary
(409) 267-6681
j.harvill@anahuac.us



City of Caddo Mills

Matt McMahan

City Manager
(903) 527-3116
mattmcmahan11@outlook.com



City of Archer City

Kim Whitsitt

City Secretary
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Chambers County

Jimmy Silvia

County Judge
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City of Bowie

Bert Cunningham

City Manager
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citymanager@cityofbowietx.com



City of China

Dawn Davenport

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City of Brenham

Dane Rau

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City of Dickinson

Chaise Cary

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City of Brownwood

Marshal McIntosh

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City of El Campo

Courtney Sladek

City Manager
(979) 541-5000
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Burleson County

Raileen Murray

Grants Administrator
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City of Garrett

Don Lewis

Public Works Director
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REFERENCES



City of Granbury

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City of Liberty

Tom Warner

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Hardin County

Wayne McDaniel

County Judge
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City of Mabank

Bryant Morris

City Administrator
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City of Hico

Kari Drueckhammer

City Secretary
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citysecretary@hico-tx.com



City of Malakoff

Tim Whitley

City Administrator
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City of Italy

Amber Cunningham

City Secretary
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City of Mason

Pattie Allen

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City of Keene

Don Martin

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City of Ovilla

David Henley

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City of Kerens

Katherine Combs

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City of Palmer

Alicia Baran

City Administrator
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REFERENCES



City of Richwood

Eric Foerster

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City of Strawn

Danny Miller

City Secretary
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city@strawntx.com



City of Roby

Jack Brown

City Manager
(325) 776-2271
jackbrown@yahoo.com



City of Stephenville

Nick Williams

Director of Public Works
(254) 918-1223
nwilliams@stephenvilletx.gov



City of San Saba

Sabrina Maultsby

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sansaba@centex.net



City of Terrell

Mike Sims

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City of Seminole

Mary Furlow

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mfurlow@cityofseminoletx.org



City of Whitewright

Nancy Reynolds

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secretar@whitewright.com



City of Springtown

Christina Derr

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(817) 220-4834
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City of Willis

Marissa Quintanilla

City Secretary
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mquintanilla@ci.willis.tx.us



City of Stamford

James Decker

Mayor
(325) 773-2591
stamfordstreets@gmail.com



City of Winters

Sheila Lincoln

City Secretary
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citywin@wtxs.net

REQUIRED FORMS

"Our mission is real and our passion is sincere. It's about impact, outcomes and making a difference. More than anything, I want to lead positive change for communities that want to pursue their full potential."

- Patrick Wiltshire, President & CEO

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7



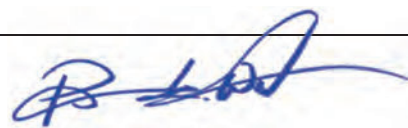
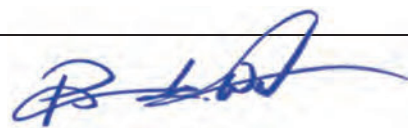
Signature of vendor doing business with the governmental entity

6/02/2025

Date

ATTACHMENT I

CERTIFICATION REGARDING LOBBYING

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <u>Public Management, Inc.</u> Prime _____ Subawardee _____ Tier If Known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>Public Management, Inc.</u> <u>15355 Vantage Parkway West, Suite 360</u> <u>Houston, Texas 77032</u> Congressional District, if known: _____
6. Federal Department/Agency: <u>US Fish & Wildlife</u>	7. Federal Program Name/Description: <u>TPWD</u> CFDA Number, if applicable _____	
8. Federal Action Number, if known: <u>N/A</u>	9. Award Amount, if known: \$ <u>TDB</u>	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <u>N/A</u>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <div style="text-align: right;">  </div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure	Signature  Print Name <u>Patrick K. Wiltshire</u> Title <u>President</u> Telephone No. <u>281.592.0439</u> Date: <u>6/02/2025</u>	
Federal Use Only		Authorized _____ for _____ Local _____ Standard Form – LLL (Rev. 7-97)

Reproduction

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Public Management

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:

* First Name:

Patrick

Middle Name:

* Last Name:

Wiltshire

Suffix:

* Title:

President and CEO

* SIGNATURE:



* DATE:

06/02/205

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

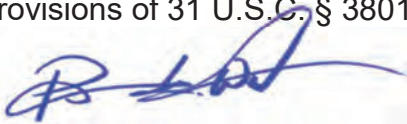
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Public Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Patrick K. Wiltshire, President & CEO

Printed Name and Title of Contractor's Authorized Official

06/02/2025

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dean & Draper Montgomery County 400 W. Davis St., Suite 300 Conroe TX 77301	CONTACT NAME: PHONE (A/C, No, Ext): 936-756-0671 E-MAIL ADDRESS: MCfrontdesk@deandrapper.com	FAX (A/C, No): 936-756-6877
INSURED Public Management Inc. 15355 Vantage Pkwy W Ste 360 Houston TX 77032	License#: 1814359 PUBLMAN-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Twin City Fire Insurance Company		29459
INSURER B : TEXAS MUTUAL INSURANCE COMPANY		22945
INSURER C : Admiral Insurance Co.		24856
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 797363209**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61SBABC6778	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61SBABC6778	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	<input type="checkbox"/> N / <input type="checkbox"/> A	0002019787	9/1/2024	9/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			EO00003595409	12/13/2024	12/13/2025	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability & Professional Liability policies include a blanket automatic additional insured endorsement (attached) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, & Workers Compensation policies include a blanket automatic waiver of subrogation endorsement (attached) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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page

of 1

results per page

25

Sort by

Expiration Date Ascendin

PUBLIC MANAGEMENT INC

● Active Registration

View

Update

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Unique Entity ID: DL1PFHMDM786	Doing Business As: (blank)	Expiration Date Mar 04, 2026
CAGE/NCAGE: 6QDN5	Physical Address: 15355 VANTAGE PKWY W, STE 108 HOUSTON, TX 77032-1975 USA	Purpose of Registration: All Awards

PUBLIC MANAGEMENT INC

Unique Entity ID DL1PFHMDM786	CAGE / NCAGE 6QDN5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 4, 2026	
Physical Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States	Mailing Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States	

Business Information

Doing Business as (blank)	Division Name Public Management, Inc.	Division Number Public Man
Congressional District Texas 29	State / Country of Incorporation Texas / United States	URL www.publicmgt.com

Registration Dates

Activation Date Mar 6, 2025	Submission Date Mar 4, 2025	Initial Registration Date Apr 17, 2012
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Entity Dates

Entity Start Date Jun 1, 1982	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No**SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes**Entity Types****Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

6QDN5**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******04**

Lock Box Number

(blank)

Financial Institution

SOUTHSIDE BANK

Account Number

*******64****Automated Clearing House**

Phone (U.S.)

2815924661

Email

Bbrowder@fbtet.com

Phone (non-U.S.)

(blank)

Fax

2815924624**Remittance Address****PUBLIC MANAGEMENT, INC.****15355 Vantage Pkw W STE 108****Houston, Texas 77032****United States****Taxpayer Information**

EIN

*******1938**

Type of Tax

Applicable Federal Tax

Taxpayer Name

PUBLIC MANAGEMENT INC

Tax Year (Most Recent Tax Year)

2018

Name/Title of Individual Executing Consent

President

TIN Consent Date

Mar 4, 2025

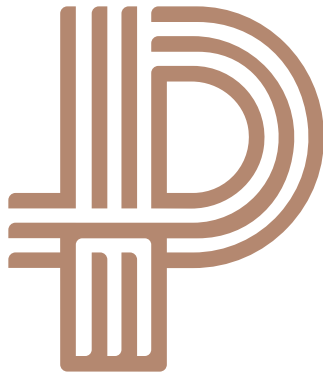
Address

15355 Vantage PKWY W STE 108**Houston, Texas 77032**

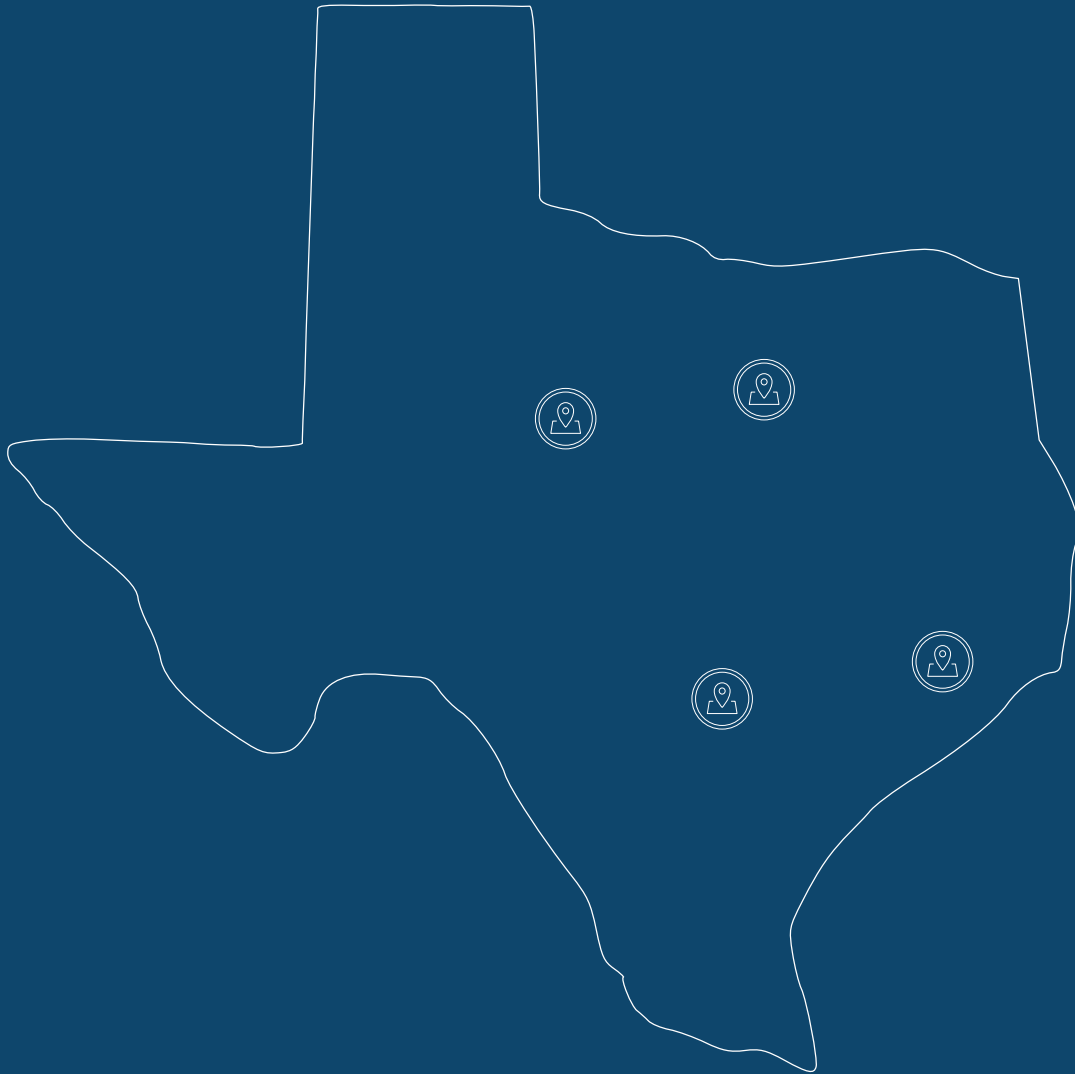
Signature

Patrick K Wiltshire**Points of Contact****Accounts Receivable POC****Patrick K Wiltshire, President & CEO****pwiltshire@publicmgt.com****2815920439**

Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers, County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glenrose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County, Hempstead, Hico, Higgins, Italy, Jonestown, Jayton, Jersey Katy, Kemah, Kemp, Kerens, Kress, Kyle, La Marque, La Porte, County, Lipan, Loraine, Lorenzo, Malakoff, Mason, Matador, County, Meadow, Melissa, Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala



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