



Black State Employees Association of Texas Community Development Corporation, Inc.

November 17, 2004

Attention: Bill Fisher

From: Darren L. Reagan (214) 207-0848 (cell)

Re: Dallas West Village Mixed Use Contract
Transmitted Via Fax To (972) 455-9298

Dear Bill:

Please find attached the contract proposal for your signature (per Council Don Hill and Planning Commissioner De Angelo Lee); A copy of the SW Housing deed restriction as an example of what ours show look like.

Please call me when I can come out and pick up the check (\$12,500) this morning. I would like to compensate Allen for his hard work, dedication, loyalty and very long hours of service (last week's day long council hearing and various meetings held with Councilman Hill). I will be flying back out this afternoon, however, I will have my cell phone handy. You may leave a copy of the signed contract for our files at the receptionist desk.

Thanks and we look forward to expanding our mutually beneficial partnership.

"MAKING THE VISION A REALITY"
P.O. BOX 763773*DALLAS, TEXAS 75376*(214) 467-7600*FAX (214) 467-7704
Toll Free (800)257-9443

**GOVERNMENT
EXHIBIT**

153D

3:07-CR-0289-M

Contract With Independent Contractor

1. Names

This agreement is between Provident Odyssey Residential, a Texas corporation (Client), and The Black State Employees Association of Texas CDC, Inc., a Texas corporation (Contractor). *Includes Exhibit A*

2. Services to be Performed by Contractor

Professional Consulting Services; Will inspect, evaluate, review proposed project site (Dallas West Village Mixed use 250 Multi-Family Housing and Retail development 7500-10,000 sq.ft. Bruton Rd. @ St. Augustine Dr.), area demographics and other details. Assist with the establishment of minority contracting goals (40%+ participation); Assist with the development of a direct marketing and advertisement program (local news publications, community organizations, media organizations, etc.) designed to solicit services from local minority vendors/contractors; Monitor contractors compliance; Solicit the support of local elected/public officials, community leaders and neighborhood organizations and others; Attend scheduled business and community public hearings; Provide other services as agreed upon.

3. Time for Performance

Contractor will perform the services according to the following schedule:

Contractor will perform the services according to the following schedule: Will begin work upon signing and execution of this agreement.

4. Payment

Client will pay Contractor \$150,000. Client will pay Contractor according to the following schedule:

Client will pay contractor \$150,000 total cash compensation; \$25,000 initial non-refundable payment retainer; ~~\$12,500 immediate payment~~ and \$12,500 to be paid immediately after zoning application hearing; Balance of \$125,000 to be paid at closing of the bonds; \$1,500 per hour for additional work. The BSEATCDC, Inc. (project manager/contractor) will receive 5% of the General Partner's project developer's fee, cash flow and residual value to be paid within two (2) days of receipt of the money by the General Partner of the Partnership.

\$12,500
Immediately
After Approval
of City Council

Client will pay contractor according to the following schedule: Contractor will submit,

the General Partner of the Partnership.

Client will pay contractor according to the following schedule: Contractor will submit an invoice to the client stating total amount due for prompt payment.

5. State and Federal Taxes

Client will not:

- withhold Social Security and Medicare taxes from Contractor's payments or make such tax payment on Contractor's behalf
- make state or federal unemployment contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes income, Social Security, Medicare and self-employment taxes. Contractor will also pay all unemployment contributions related to the performance of services under this contract. Contractor will reimburse Client if Client is required to pay such taxes or unemployment contributions.

6. Fringe Benefits

Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

7. Invoices

Contractor will submit invoices to Client for all services performed.

8. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor will have the right to control and determine the methods and means of performing the contractual services.

9. Other Clients

Contractor retains the right to perform services for other clients.

10. Assistants

Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants as well as any expense attributable to them including income, Social Security and Medicare taxes, and unemployment contributions. Contractor will maintain workers' compensation insurance for all of its employees.

NA
Same As
For Original
Agreement