



GLO CONTRACT NO. 18-523-000-B264
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM HOUSING PROJECTS
NON-RESEARCH & DEVELOPMENT
2016 FLOOD ALLOCATION

The **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **FORT BEND COUNTY**, DUNS No. 16-167-3959 (“Subrecipient”) (each a “Party” and collectively “the Parties,”) enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law 114-223), enacted on September 29, 2016, the Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254), enacted on December 10, 2016, and the Consolidated Appropriations Act, 2017 (Public Law 115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms, Tornadoes, and Flooding (DR-4266), the Texas Severe Storms and Flooding (DR-4269), and the Texas Severe Storms and Flooding (DR-4272), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR (Federal Award Number B-16-DL-48-0001), awarded November 1, 2017, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, Activities defined in **Attachment A**, as applicable, in Fort Bend County (the “Project”). Subrecipient shall conduct the Project in strict

accordance with this Contract, including all Contract Documents listed in **SECTION 1.02** below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Application, the GLO shall subaward to Subrecipient an amount not to exceed **\$9,362,472.35**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, and the Performance Statement, Budget, and Benchmarks for Housing Projects in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO in its sole discretion, may reimburse Subrecipient for allowable program costs incurred before the effective date of this Contract, in accordance with federal law.

All other funds obtained by Subrecipient, regardless of the source, which are utilized on Subrecipient's CDBG-DR Activities are subject to compliance with all Federal and State regulations governing this Contract.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statements, Budget, and Benchmarks for Housing Projects

ATTACHMENT B: Federal Assurances and Certifications

ATTACHMENT C: General Affirmations

ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E: Special Conditions

ATTACHMENT F: Monthly Activity Status Report

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all guidance documents applicable to the CDBG-DR program, including, without limitation:

- (1)** 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

- (2) The Federal Register;
- (3) The State of Texas Action Plan for Disaster Recovery found at <http://texasrebuilds.org/Pages/2016Floods.aspx>; and
- (4) Other guidance documents posted at: <http://texasrebuilds.org/Pages/2016Floods.aspx>.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, *et seq.*).

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, which documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided, which is the basis for the award of funding under this Contract.

“Benchmark” means the milestones identified in **Attachment A** which define deliverables required for release of funding throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“C.F.R.” means the United States Code of Federal Regulations.

“CDBG-DR” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“Construction Documents” means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued, if any.

“[Contract Documents](#)” means the documents listed in **SECTION 1.02**.

“[Deliverable\(s\)](#)” means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Equipment](#)” means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

“[Event of Default](#)” means the occurrence of any of the events set forth in **SECTION 3.03** herein.

“[Federal Assurances](#)” means Standard Form 424B (non-construction projects) or Standard Form 424D (construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, Disclosure of Lobbying Activities, also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the Department of Housing and Urban Development’s Federal Register Docket No. FR-5938-N-01.

“[Final Inspection Report](#)” means the document submitted by a housing inspector to a Subrecipient under a CDBG-DR Housing contract, indicating the completed construction of one Housing Unit (as defined herein).

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office, its officers, employees, and designees.

“[Grant Completion Report](#)” means a report containing an as-built accounting of all projects completed under a CDBG-DR program, and all information required for final acceptance of deliverables and Contract closeout.

“[Housing](#)” refers to a project involving home repair, home reconstruction, and new home construction; including housing for single-family and multi-family rental units under a CDBG-DR Contract.

“[Housing Guidelines](#)” means a set of guidelines adopted by Subrecipient and approved by the GLO governing the implementation of the Subrecipient’s Housing Program under this Contract.

“[Housing Unit](#)” means one single-family dwelling or one unit in a multi-family residential complex.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Minimum Property Standards](#)” or “[MPS](#)” means the Minimum Property Standards (MPS) established in HUD Handbook 4910.1, as amended or superseded.

“[Monthly Activity Status Report](#)” means project Benchmark status reports required under **SECTION 4.02** of this Contract.

“[Performance Statement](#)” means the statement of work in **Attachment A**, which ties projects to a specific disaster event, provides specific project details and location(s), and lists project beneficiaries.

“[Program](#)” means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **SECTION 1.01(a)** above and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Setup](#)” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“[Subrecipient](#)” means Fort Bend County, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract, issued by the GLO to specified recipients, applicable to specific subject matter, and to which the addressed Program participants shall be subject.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;
- (c) The term “including” is not limiting, and means “including, without limitation” and, unless otherwise expressly provided in this Contract,
- (d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and
- (e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (g) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract;
- (h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in the sole discretion of the GLO.”

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;
- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and
- (l) Time is of the essence in this Contract.
- (m) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: **Attachment A, Attachment E, Attachment B, Attachment C, Attachment D, and Attachment F.**

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in electronic format, via email to DR.Billing@glo.texas.gov, or the GLO's System of Record, if specified by Technical Guidance Letter under this contract.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this contract, at a minimum, quarterly.

THE GLO MUST RECEIVE REIMBURSEMENT REQUESTS NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE, INCLUDING INVOICES FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT.

Subrecipient shall make timely payments to its subcontractors and minimize the time between transferring funds from the State Treasury and disbursement of funds by the Subrecipient to its subcontractors.

Subrecipient shall submit final reimbursement requests to the GLO no later than sixty (60) days after this Contract expires. The GLO, in its sole discretion, may deny payment and deobligate remaining funds from the contract sixty (60) days after expiration.

2.03 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete an Activity may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of the Activity, the GLO may deobligate any remaining Contract balance through a close-out letter. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE 4** of this Contract. Subrecipient shall return all Program Income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last Party and shall terminate on October 12, 2020 (“Contract Period”), or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. Subrecipient must meet all Project Benchmarks in Attachment A. Subrecipient’s failure to meet any Benchmark may result in termination under SECTION 3.02 below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL**

TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, the withholding of payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy provided in this Contract, shall not impair, waiver, or relinquish any such right or remedy with respect to another Event of Default.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If the Subrecipient fails to submit to the GLO in a timely manner and satisfactory manner any report required by this Contract, the GLO may, in its sole discretion, withhold any payments, pending the Subrecipient's correction of the deficiency.

(a) HOUSING GUIDELINES

No later than the close of business sixty (60) days subsequent to the effective date of this Contract, Subrecipient must submit Housing Guidelines to the GLO.

(b) FORMS

Subrecipient must execute the forms included in **Attachment B** and certifies by the execution of this Contract to all affirmations in **Attachment C**, confirming compliance with required state and federal laws applicable to the Contract.

(i) General Affirmations are found in **Attachment C**, and Subrecipient certifies by the execution of this Contract to all statements therein.

(ii) The Federal Assurances for Construction Programs (Standard Form 424D), as applicable to the Project, is found at Page 1 of **Attachment B** and must be executed by Subrecipient.

(iii) The "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" is found at Page 3 of **Attachment B** and must be executed by Subrecipient.

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the form prescribed in **Attachment F** (Monthly Activity Status Report), for all sites identified in **Attachment A**. The Monthly Activity Status Report is due the first day of each month for the duration of the Contract. Any licenses or permits required for the work identified in **Attachment A** shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to Article 8.01 herein. Subrecipient shall submit Monthly Activity Status Reports via email to: DR.Status.Reporting@GLO.TEXAS.GOV.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law 114-223), enacted on September 29, 2016, the Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254), enacted on December 10, 2016, and the Consolidated Appropriations Act, 2017, (Public Law 115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms, Tornadoes, and Flooding (DR-4266), the Texas Severe Storms and Flooding (DR-4269), and the Texas Severe Storms and Flooding (DR-4272), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds are subject to recapture and repayment for non-compliance.**
- (b) **To participate in the CDBG-DR program, Subrecipient must have a data universal numbering system (DUNS) number, and a Commercial and Government Entity (CAGE) Code.**
- (c) **Subrecipient must report its DUNS number and CAGE Code to the GLO for use in various reporting documents. A DUNS number and CAGE Code may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.sam.gov>

Assistance with this web site is available by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds

appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

SUBRECIPIENT SHALL CONDUCT, IN A SATISFACTORY MANNER AS DETERMINED BY THE GLO, THE ACTIVITIES AS SET FORTH IN THE CONTRACT. THE DISCRETIONARY RIGHT OF THE GLO TO TERMINATE FOR CONVENIENCE UNDER SECTION 3.02 NOTWITHSTANDING, THE GLO MAY TERMINATE THE CONTRACT AND RECAPTURE, AND BE REIMBURSED BY SUBRECIPIENT FOR ANY PAYMENTS MADE BY THE GLO (I) THAT EXCEED THE MAXIMUM ALLOWABLE HUD RATE; (II) THAT ARE NOT ALLOWED UNDER APPLICABLE LAWS, RULES, AND REGULATIONS; OR (III) THAT ARE OTHERWISE INCONSISTENT WITH THIS CONTRACT, INCLUDING ANY UNAPPROVED EXPENDITURES. THIS RECAPTURE PROVISION APPLIES TO ANY FUNDS EXPENDED FOR ANY INDIVIDUAL PROJECT THAT DOES NOT MEET A CDBG-DR PROGRAM OBJECTIVE AS SPECIFIED IN THE PERFORMANCE STATEMENT IN ATTACHMENT A.

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, State of Texas, U.S. Government, or any government employee endorses a product, service, or position the Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Before publication, Subrecipient must submit to the GLO, for HUD approval, any public information releases concerning this Contract that refer to HUD or any HUD bureau or employee. Subrecipient must submit the specific text, layout photographs, and other elements of the proposed release with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in the Contract Documents.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain, under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds

from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Upon GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits & Monitoring Visits

The GLO may at any time perform, or instruct the performance of, an annual program and/or fiscal audit, or conduct a special or targeted audit of any aspect of the Subrecipient's operation, using an auditor of the GLO's choice. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall include copies of such licenses and permits as a part of the Monthly Report for the period during which they are obtained.**

8.02 INDEMNITY

- (a) **Each Party is liable for any personal injuries, property damage, or death resulting from its acts or omissions.**
- (b) **If the GLO is named as a party defendant in any litigation arising out of allegations of personal injury, death, or property damage resulting from Subrecipient's acts or omissions, and for which the GLO is liable, if at all, only vicariously, then Subrecipient shall pay, on the GLO's behalf, all costs and expenses of litigation (including court costs and reasonable attorneys' fees) and all amounts paid in settlement of any claim, action, or suit, including judgment or verdict, arising out of or in connection with this Contract.**
- (c) **If the Subrecipient is named as a party defendant in any litigation arising out of allegations of personal injury, death, or property damage resulting from GLO's acts or omissions, and for which the Subrecipient is liable, if at all, only vicariously, then GLO shall pay, on the Subrecipient's behalf, all costs and expenses of litigation (including court costs and reasonable attorneys' fees) and all amounts paid in settlement of any claim, action, or suit, including judgment or verdict, arising out of or in connection with this Contract.**

Attorneys Subrecipient retains to represent any interest of the GLO must be approved by the GLO and the Office of the Texas Attorney General.

Attorneys the GLO retains to represent any interest of Subrecipient must be approved by Subrecipient.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, Subrecipient may subcontract some or all of the services to be performed under this Contract. In any subcontracts, Subrecipient shall legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall

retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.326 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at:

<https://comptroller.texas.gov/purchasing/>;

and the Federal General Services Administration's Excluded Parties List System at:

<https://www.epls.gov/>.

8.06 PURCHASES AND EQUIPMENT

Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment or computer software unless and until transferred to the GLO, upon the GLO's written. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with Program funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, may initiate communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient

shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Community Development and Revitalization

Subrecipient

Fort Bend County
301 Jackson Street
Richmond, Texas 77469
Attention: Robert Hebert

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law

provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it.

8.14 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Subrecipient shall make any information required under the PIA available to the GLO in portable document file (“.pdf”) format or any other format agreed between the Parties. Subrecipient’s failure to mark as “confidential” or a “trade secret” any information it believes to be excepted from disclosure waives all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient.

Subrecipient shall release, to any requestor, the following information:

- The amount of CDBG-DR funds expected to be made available;
- The range of Activities that may be undertaken with CDBG-DR funds;
- The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and

- The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient's anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, to add or delete an Activity, and/or to extend the term of the Contract may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of the Contract, the GLO may deobligate any remaining balances by means of a close-out letter pursuant to **SECTION 2.03**. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during project performance by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **SECTION 2.03** hereof, a final **Grant Completion Report** of all Activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Contract.

8.16 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.18 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.19 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.20 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses and the GLO will close the contract in accordance with 2 C.F.R. §§ 200.343 through 200.345 and GLO CDBG-DR guidelines. The GLO will notify Subrecipient via official closeout letter.

8.21 INDIRECT COST RATES

The indirect cost rate for the federal award is forty-three and nine-tenths percent (43.9%). The Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.22 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.23 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement

requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

- (d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreement into this contract via a Technical Guidance Letter.

8.24 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the projects, including ensuring that project information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
 1. The amount of CDBG-DR funds expected to be made available;
 2. The range of Activities that may be undertaken with the CDBG-DR funds;
 3. The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
 4. A clear statement if any proposed CDBG-DR Activities are likely to result in displacement and the entity's anti-displacement and relocation plan.
- (b) **Complaint Procedures:** Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) **Technical Assistance:** If requested, Subrecipient shall provide technical assistance to persons of low and moderate income in developing proposals for the use of CDBG-DR funds.
- (d) Subrecipient shall maintain a citizen participation file which includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.25 PROCUREMENT OF RECOVERED MATERIALS

- (a) To the extent applicable, the Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot

be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(b) Information about this requirement, to ensure maximum use of recovered/recycled materials per to 2 CFR 200.322, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

8.26 STATEMENTS OR ENTRIES

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Provider representative hereby declares that he/she has examined this Contract and Attachments, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Provider are, correct, accurate and complete.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 18-523-000-B264
SUBRECIPIENT HOUSING CONTRACT AGREEMENT – 2016 FLOOD ALLOCATION**

GENERAL LAND OFFICE

FORT BEND COUNTY

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

By: Robert Hebert

Title: _____

Date of execution: _____

Date of execution: _____

OGC ^{DS} gm _____

DD ^{DS} [Signature] _____

SDD ^{DS} [Signature] _____

DGC ^{DS} MB _____

GC ^{DS} JG _____

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A:** Performance Statements, Budget, and Benchmarks for Housing Projects
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report

ATTACHMENTS FOLLOW

**FORT BEND COUNTY
NON-RENTAL HOUSING PERFORMANCE STATEMENT**

Subrecipient shall carry out the following housing activities in the Fort Bend County area in strict accordance with the terms of the Subrecipient's approved Housing Guidelines, Contract and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide a housing program to include buyout, homeowner repair, reconstruction, elevation, homebuyer assistance and new construction activities for predominately Low- to Moderate- Income ("LMI") individual households affected by 2016 Floods in order to meet the dual National Objectives of benefiting low- to moderate-income persons and addressing urgent community needs posing a serious and immediate threat to the health or welfare of the local population, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted March 10, 2017, as amended, will not exceed ten (10%) and two percent (2%), respectively, of the total grant allocation. Additionally, planning costs will not exceed fifteen (15%) of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
HAP	LMI	22
HAP	UN	9
BP	LMI	56
BP	UN	23
HBA	LMI	3
HBA	UN	1

Homeowner Assistance Program (HAP-LMI)

The Subrecipient will provide homeowner rehabilitation and reconstruction assistance activities for an estimated thirty-one (31) households.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes, and that the entire structure complies with local health and safety codes and standards, and all applicable federal, state, and local building codes, Minimum Property Standards (MPS) and Green Building Standards.

All reconstructed and newly constructed housing units must comply with the universal design features in new construction, as established by the GLO's Construction Standards and Specifications, Energy Standards verified by a U.S. Department of Energy Building Energy Codes Program RESCHECK Certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code. All replacement housing, including manufactured housing units or modular homes, must comply with Housing and Urban Development (HUD) construction standards, and state, local or regional building codes, as applicable.

Subrecipient shall conduct inspections on all Housing Units as follows: (1) foundation, including elevation certification when building in a floodplain; (2) rough-in (mechanical, plumbing, and electrical); (3) structural; (4) insulation; and (5) a final inspection; to meet the International Residential Code 2012, or the Local, County, State, or Federal Code whichever is most stringent. If any Housing Units are located within a Catastrophe Area, as defined in Section 2210.005 of the Texas Insurance Code, and suffer damage due to windstorms and/or hail, Subrecipient shall conduct inspections of ongoing and completed improvements and obtain certificates of completion from the Texas Department of Insurance pursuant to the requirements of Section 2210.2515 of the Texas Insurance Code.

If the Housing Unit is located in an unincorporated or rural area, Subrecipient shall hire a certified International Residential Code Inspector (IRC) or a Licensed Texas Real-Estate Inspector to conduct the inspections required under the Housing Guidelines, and shall maintain all inspection documentation in the activity file.

Buyout

The Subrecipient will offer buyout assistance for an estimated seventy-nine (79) households. Assistance will be provided to homeowners located in a floodplain or residing in a repetitive flood area that agree to relocate outside of the floodplain. The properties acquired with funds provided under this Contract may be used for green space or for a use that is defined by the Federal Register (final use deed restriction must be recorded in perpetuity at closing). Refer to the approved Housing Guidelines for further technical guidance on the final use of the acquired property.

Homebuyer Assistance

The Subrecipient will offer homebuyer assistance for an estimated four (4) households. Assistance will be provided to applicants who were not homeowners at the time of the storm, and have selected a home within the jurisdiction of the Subrecipient. Assistance can be provided to households

earning up to 120% of the area median income. Funding can be provided for up to 100% of the down payment needed per household; however, it is restricted to the amount needed to facilitate homeownership.

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FORT BEND COUNTY

Activity No.	HUD Activity Type	Grant Award	Other Funds	Total
18-523-000_ MI_HAP-LMI_Fort Bend	Homeowner Assistance Program (HAP)-LMI	\$1,629,959.05	\$0	\$1,629,959.05
18-523-000_ MI_HAP-LMI_Fort Bend	HAP Project Delivery-LMI	\$162,995.91	\$0	\$162,995.91
18-523-000_ MI_HAP-UN_Fort Bend	HAP-UN	\$655,040.95	\$0	\$655,040.95
18-523-000_ MI_HAP-UN_Fort Bend	HAP Project Delivery-UN	\$65,504.10	\$0	\$65,504.10
18-523-000_ MI_BP-LMI_Fort Bend	Buyout Program (BP)-LMI	\$4,214,134.78	\$0	\$4,214,134.78
18-523-000_ MI_BP-LMI_Fort Bend	BP Project Delivery-LMI	\$421,795.50	\$0	\$421,795.50
18-523-000_ MI_BP-UN_Fort Bend	Buyout Program (BP)-UN	\$1,730,476.55	\$0	\$1,730,476.55
18-523-000_ MI_BP-UN_Fort Bend	BP Project Delivery -UN	\$173,204.50	\$0	\$173,204.50
18-523-000_ MI_HBA-LMI_Fort Bend	Homebuyer Assistance Program (HBA)-LMI	\$14,008.26	\$0	\$14,008.26
18-523-000_ MI_HBA-LMI_Fort Bend	HBA Project Delivery-LMI	\$1,785.68	\$0	\$1,785.68
18-523-000_ MI_HBA-UN_Fort Bend	HBA-UN	\$5,603.74	\$0	\$5,603.74
18-523-000_ MI_HBA-UN_Fort Bend	HBA-Project Delivery - UN	714.33	\$0	\$714.33
18-523-000_ MI_PLAN_Fort Bend	Planning	\$100,000	\$0	\$100,000
18-523-000_ MI_ADMIN_Fort Bend	Administration	\$187,249	\$0	\$187,249
	TOTAL	\$9,362,472.35	\$0	\$9,362,472.35

Fort Bend County
Housing Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Project Funds drawn by Subrecipient	15%	30%
25% of Project Funds drawn by Subrecipient	15%	45%
50% of Project Funds drawn by Subrecipient	15%	60%
75% of Project Funds drawn by Subrecipient	15%	75%
100% of Project Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of grant accepted	5%	100%

ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION Fort Bend County	DATE SUBMITTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87***

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 Form to Report Lobbying," 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 Form to Report Lobbying," 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.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

Fort Bend County

18-523-000-B264

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Robert Hebert

SIGNATURE

DATE

*24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Approved by OMB
4040-0013**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, <i>if known</i> :		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 the 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: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.
2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. Provider represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Provider does not boycott Israel and will not boycott Israel during the term of the Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.
18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE

CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM
23. PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO shall FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law No. 114-223);

Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law No. 114-254);

Consolidated Appropriations Act, 2017 (Public Law No. 115-31);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301, *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

Guidance Documents: State of Texas Plan for Disaster Recovery ("2016 Action Plan") dated March 10, 2017, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions

specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. Part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended,

particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)); and

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*), particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture—7 C.F.R. Part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

SPECIAL CONDITIONS

If applicable to the Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Activities anticipated

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Laws 114-223, 114-254, and 115-31, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a

person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

- i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Subrecipient shall prepare or be incorporated into an approved emergency management plan, as

prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. NON-RENTAL HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Subrecipient shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

The housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory Note at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the Note will be forgiven at a rate of 33 percent per year, for the first two years, and 34 percent after the third year, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

- (1) If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are

breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the three-year Note term, the repayment provisions of the promissory note and DOT shall be enforced.

- (2) If, during the three-year Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the three-year forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the three-year note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the three-year Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

O. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE


The rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

P. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

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	<h1>Housing Monthly Data Report</h1>																													
Subrecipient Name																														
Subrecipient Number																														
Report Month and Year																														
Intake	Applicant Name			Damage Address Information					Area Identifier	AFFH Data							Application Status			Project Data										
Application Intake Date	Last Name	Middle Name	First Name	Latitude (Decimal Degrees)	Longitude (Decimal Degrees)	Street Address	City	County	Zip Code	Colonia Name/ Neighborhood	Household Income	% Area Median Income	LMI Category	Race	Hispanic (Yes or No)	Household Members Under the Age of 18 (Yes or No)	Disability (Yes or No)	Veteran (Yes or No)	Elderly (Yes or No)	Female Head Of Household (Yes or No)	Applicant Eligibility Status	Ineligible or Withdrawn reasons	Application ID Number From GLO	NTP Issued Date	Project Allocation	Project Expensed	Promissory Note Date	Final Inspection Date	Project Status	

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TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

October 17, 2017

The Honorable Robert E. Hebert
County Judge
Fort Bend County
401 Jackson Street
Richmond, TX 77469

Re: Fort Bend County's Method of Distribution

Dear Judge Hebert:

The Texas General Land Office Community Development and Revitalization program (GLO-CDR) has completed its review of all materials submitted to date in support of Fort Bend County's (the County) proposed Method of Distribution (MOD) for the Community Development Block Grant Disaster Recovery (CDBG-DR) funds reserved for the most impacted counties affected by the 2016 flood events. We are happy to inform you that the County's MOD has been approved. The terms of the approval are noted below:

GLO-CDR approves the County's proposed formula-based allocation of infrastructure and housing funds to the identified entities.

1. Acceptance of the MOD does not indicate eligibility or approval of funding for any proposed projects.
2. The County's allocation must meet the requirement that 70 percent of funds benefit low- to moderate-income persons. Projects that do not meet HUD's national objective for benefitting low- to moderate-income persons may not be approved until this allocation requirement is met.

If you have any questions, please feel free to contact me at (512) 417-5057; alternatively, you may contact Ellen Kinsey, Manager, Program Development, at (512) 475-5007 or ellen.kinsey@glo.texas.gov.

Sincerely,

A handwritten signature in blue ink that reads "Heather Lagrone".

Heather Lagrone, Deputy Director
Community Development and Revitalization

cc: Marilyn Kindell, Director, Community Development



County Method of Distribution for 2016 Floods CDBG-Disaster Recovery Allocation

Summary Information

Contact Information

County:	Fort Bend County
Principal Contact Name, Title:	Marilynn Kindell
Principal Contact Telephone:	Marilynn.Kindell@fortbendcountytx.gov
Principal Contact Email:	281-341-4410
Principal Contact Address:	301 Jackson Street, Suite 602
City, State, Zip:	Richmond, TX 77469

Allocation Summary

County Allocation for All Activities:	\$17,022,677.00
Housing Activities:	\$9,362,472.35
Non-Housing Activities:	\$7,660,204.65

Citizen Participation

Below is a description addressing how the County complied with the Citizen Participation Plan regarding citizen and non-governmental organization outreach, and any efforts exceeding GLO minimum public participation requirements:

Fort Bend County encouraged citizen participation in the Community Development Block Grant – Disaster Recovery (CDBG-DR) Method of Distribution (MOD) development process for DR 4269 (April 2016 flooding) and DR 4272 (May/June 2016 flooding) by means of two public planning meetings, two public meetings, attending several local community based network meetings, surveying local community based organizations and affected residents via surveys and social media, and two public hearings.

Two public planning meetings were held to discuss disaster recovery in relation to CDBG-DR funding. The first planning meeting was held on April 26, 2017 for affected jurisdictions, County departments, and elected officials. The second planning meeting was held April 27, 2017 for local community based organizations involved in the response and recovery efforts from the 2016 disasters. An additional planning meeting was held on May 24, 2017 at 6:30pm for the public at large to offer input on unmet needs and the MOD. 14 representatives of 8 jurisdictions and County departments attended the planning meeting for governmental entities and a total of 16 of agencies were represented by 18 individuals at the local community based organizations' meeting. At the public meeting, 5 members of the public attended.

County staff also discussed the potential CDBG-DR funding at several local community based network meetings, including Fort Bend Recovers (Fort Bend County's long term recovery group), Fort Bend CONNECT (a monthly networking group of individual, groups, agencies, or organizations that strives to address the multiple needs in Fort Bend County), and Coalition for the Homeless in Fort Bend County.

Two surveys were developed to solicit comments about unmet needs following the 2016 disasters. The first survey was geared towards affected residents (aka the public survey) and the other for local community based organizations. The public survey asked questions regarding level of damage the resident sustained, whether they received assistance (insurance or FEMA), and what the residents observed in their community following the disasters. The local community based organization survey asked if the organization itself was impacted and the type and level of impact the disasters on its clients as well as if there was any increase in client interactions following the disasters. The surveys were available in English and Spanish both online and hardcopy. In total, 58 of public surveys were collected as well as 3 from local community based organizations.

Fort Bend County also solicited potential infrastructure projects from the Fort Bend County jurisdictions and County departments related to the 2016 disasters. These potential projects document the non-housing unmet disaster needs within the County and the Fort Bend County jurisdictions.

The draft MOD was made available for public commenting beginning June 2, 2017 and ending June 16, 2017. Fort Bend County conducted one public meeting to receive comments on the MOD and two public hearings during the public comment period. The public meeting was held on June 3, 2017 at 10:30am. The public hearings were held on June 6, 2017 at 1:00pm and June 13, 2017 at 1:00pm during Fort Bend County Commissioners Court.

Public Planning Meeting #1 (Jurisdictions and County Departments)

Date/Time:	<u>Wednesday, April 26, 2017</u> <u>9am-11am</u>	Location:	<u>Gus George Law Enforcement Academy</u> <u>1521 Eugene Heimann Circle Richmond, TX 77469</u>
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Public Planning Meeting #2 (Long-Term Recovery Group, Non-Profits, Housing Authorities, Etc.)

Date/Time:	<u>Thursday, April 27, 2017</u> <u>9am-11am</u>	Location:	<u>Fort Bend County Travis Building – 7th Floor Meeting Room</u> <u>301 Jackson Street, Richmond, TX 77469</u>
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Public Planning Meeting #3 (Public)

Date/Time:	<u>Wednesday, May 24, 2017</u> <u>6:30pm-8pm</u>	Location:	<u>Bud O'Shieles Community Center</u> <u>1330 Band Rd, Rosenberg, TX 77471</u>
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Public Planning Meeting #4 (Public Commenting Meeting)

Date/Time:	<u>Saturday, June 3, 2017</u> <u>10:30am-12pm</u>	Location:	<u>George Memorial Library</u> <u>1001 Golfview Drive, Richmond, TX 77469</u>
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First Public Hearing Information

Date/Time:	<u>Tuesday, June 6, 2017</u> <u>1pm</u>	Location:	<u>Fort Bend County Historic Courthouse – Commissioners Court Room</u>
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Attendance:	<u>7</u>		<u>401 Jackson Street, Richmond, TX 77469</u>
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Second Public Hearing Information

Date/Time:	<u>Tuesday, June 13, 2017</u> <u>1pm</u>	Location:	<u>Fort Bend County Historic Courthouse – Commissioners Court Room</u>
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Attendance:	<u>2</u>		<u>401 Jackson Street, Richmond, TX 77469</u>
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Personal Notice. As required, personal notice was sent to eligible entities at least **five** days in advance of the public hearings using the following method(s) (at least one must be selected):

	Method	Date Sent	Documentation
<input checked="" type="checkbox"/>	Electronic Mail	6/1/2017	Copy of outgoing message.
<input type="checkbox"/>	Fax		
<input type="checkbox"/>	Hand Delivery		
<input type="checkbox"/>	Certified Mail		

Internet Notice. As required, public notices was distributed on the Internet at least **five** days in advance using the following method:

	Method	Date Published	Documentation
<input checked="" type="checkbox"/>	County Website	6/2/2017	Print out from website with date of posting.
<input checked="" type="checkbox"/>	County Office of Emergency Management (OEM) Website	6/2/2017	Print out from website with date of posting.
<input checked="" type="checkbox"/>	County OEM Facebook	6/8/2017	Print out from website with date of posting.
<input checked="" type="checkbox"/>	County OEM Twitter	6/8/2017	Print out from website with date of posting.

Published Notice. As required, notice of the public hearings was published in at least one regional newspaper at least **three** days in advance. Notice of public hearing was published in the following regional newspaper(s):

	Newspaper Name	Date Published	Documentation
<input checked="" type="checkbox"/>	<i>Fort Bend Herald</i>	5/14/2017 and 5/21/2017	Affidavits from publisher.

Citizen Comment Documentation

<input type="checkbox"/>	The required copy of a sign-in sheet from the public hearing is attached.	<i>Both public hearings were conducted during Fort Bend County's Commissioners Court. Due to Fort Bend County Commissioners Court being a public, open meeting, no formal sign-in sheet was passed around for individuals attending the public hearings. Meeting minutes and video of the entire Commissioner Court sessions can be found on the Fort Bend County website at http://www.fortbendcountytexas.gov/index.aspx?page=55.</i>
<input checked="" type="checkbox"/>	A summary of the citizen comments and meeting discussion is attached.	
	Describe any efforts to notify and accommodate those with modified communication needs, such as posting information and providing interpretive services for other languages.	<i>Notices for the public meetings and public hearings were posted in both English and Spanish online and in a local county newspaper (the Fort Bend Herald). Public input surveys and information pertaining to the public comment period (public commenting meeting, public hearings, and commenting instructions) were posted to the Fort Bend County Office of Emergency Management website and social media (Facebook and Twitter) in both English and Spanish. A Spanish interpreter was available at all public meetings and public hearings for those wishing to make comments in Spanish.</i>

Long-Term Planning and Recovery

Below is an explanation of how the region's method of distribution fosters long-term community recovery that is forward-looking and focused on permanent restoration of infrastructure, housing and the local economy.

The last time Fort Bend County experienced flooding on the scale of the river flooding experienced in 2015 (DR-4223) and 2016 was in 1994. This meant that several residents were not prepared for a flooding incident of the magnitude of the 2016 disasters. On top of that, FEMA updated its Flood Insurance Study and floodplain maps in 2014. The changes in floodplain maps meant that several residents moved from being classified as living in the floodplain to living in the floodway. Unfortunately it was mainly the areas classified as floodway or not protected by levees, both of which tend to be low-to-moderate income areas, which were affected by the disasters in 2016.

To support long-term community recovery, Fort Bend County's Method of Distribution focuses on low-to-moderate income areas that were most impacted by river and flash flooding experienced in DR-4269 and DR-4272. The Method of Distribution also encourages an emphasis on projects which will have an effect to correct damage, mitigate future disasters (particularly flooding), and/or increase public safety. This is supported by Fort Bend County's Hazard Mitigation Plan which is currently being updated. Mitigation actions against flooding feature prominently in the plan. To review Fort Bend County's Hazard Mitigation Plan, please contact Doug Barnes with the Fort Bend County Office of Emergency Management at doug.barnes@fortbendcountytx.gov.

There is a vested interest to ensure that residents in the floodway and floodplain are not impacted by future flooding incidents. 55% of Fort Bend County's CDBG-DR funding will be directed towards county-wide housing projects. Fort Bend County will leverage CDBG-DR funding with a potential Hazard Mitigation grant program to work with the entire county to either elevate flooded residences in the floodplain and/or buyout flooded residences in the floodway and floodplain, focusing on low-income homeowners. Elevation/property acquisition of flood prone properties is a mitigation action listed in the Fort Bend County Hazard Mitigation Plan.

The remaining 45% of the funding will be for non-housing projects and will be allocated to the Fort Bend County jurisdictions and County departments. This non-housing funding is encouraged to correct damage or failure to function of critical infrastructure and/or improve drainage systems in the disaster impacted areas for long-term protection of housing and businesses.

Unmet Housing Needs

Below is an explanation of how unmet housing needs will be addressed or how economic revitalization or infrastructure activities will contribute to long-term recovery and restoration of housing in the most impacted and distressed areas.

Fort Bend County, through eligible housing projects, wishes to ensure that residents are not impacted by future flooding disasters, but at the same time are able to live in affordable, safe, secure, and sanitary housing. Lack of affordable housing was (and remains) a major challenge in Fort Bend County following the 2016 disasters. This was confirmed by the DR-4272-TX Direct Housing Assessment conducted by FEMA and the State of Texas following the May/June 2016 flooding. By working to ensure that damaged housing is repaired properly and homes are elevated means that residents are able to stay in existing affordable housing. Proposed plans also include relocating affected residents out of the floodway and floodplain to existing or new affordable housing. Fort Bend County has also reached out to the Houston Area Urban League Fair Housing Center and Greater Houston Fair Housing Center to explore additional options to meet unmet housing needs in the county.

Increased flooding in affected areas of the county has led to a decrease in property values, which affects both the local tax base and the local economy. Infrastructure activities, such as improving drainage systems, will contribute to long-

term recovery and restore housing in the most impacted areas because proposed projects are designed to mitigate excess water from flood prone areas. This will reduce the number of homes and businesses that incur flood damage and therefore not decrease property values. These infrastructure projects will also decrease the cost that Fort Bend County and its jurisdictions expend on emergency response efforts.

Method of Distribution Detail

The County is required to prepare a method of distribution between the eligible entities or projects. The GLO has directed the County to use a direct allocation technique based on objective, verifiable data. The Method of Distribution will identify how it meets benefiting 70% low-to-moderate persons requirement, supports minimum allocation amounts that help ensure project feasibility, and provides an explanation of the distribution factors selected.

Affirmatively Furthering Fair Housing Statement

All subrecipients will certify that they will affirmatively further fair housing (“AFFH”) in their grant agreements, and will receive GLO training and technical assistance in meeting their AFFH obligations. Additionally, all project applications will undergo AFFH review by GLO before approval. Such review will include assessment of a proposed project’s area demography, socioeconomic characteristics, housing configuration and needs, educational, transportation, and health care opportunities, environmental hazards or concerns, and all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, non-minority areas in response to natural hazard related impacts.

Distribution Factors

Housing and housing assistance was noted as one of the largest unmet needs in Fort Bend County from the 2016 disasters. Because of this, 55% of Fort Bend County’s CDBG-DR allocation (\$9,362,472.35) will be allocated to housing projects and will be administered by the County on behalf of all affected Fort Bend County jurisdictions, including unincorporated Fort Bend County.

The remaining 45% of Fort Bend County’s CDBG-DR allocation (\$7,660,204.65) will be allocated to non-housing projects. The County has selected the following distribution factors to allocate this remaining funding (for a detailed explanation of these distribution factors, see Appendix C):

Distribution Factor*	Weight	Documentation Source	Explanation of Factor Selection and Weighting
Low to Moderate Income (LMI) percentage for jurisdiction	30	FY2014 LMISD Data, 2006-2010 American Community Survey	The percentage of individuals within each jurisdiction who are low to moderate income as defined by the US Department of Housing and Urban Development. This factor is included because CDBG-DR funds are intended to benefit low to moderate income individuals. It has been weighted less heavily than the Damage Level

			Distribution Factor because the LMI data encompasses the entire jurisdiction and is not directly tied to areas affected by the 2016 disasters.
Damage Level (Includes FEMA Public Assistance, FEMA Verified Loss, FEMA Individual Assistance (Housing Assistance and Other Needs Assistance), and Small Business Administration (SBA) Loan Amounts)	70	General Land Office Report DR 4269 and DR 4272 as of 1/11/2017	Reports of actual verified loss (as determined by FEMA), individual housing/household assistance and public damage reported by FEMA for DR 4269 and DR 4272 demonstrate damage level by jurisdiction. This Distribution Factor was weighed more heavily because the damage reports tie directly to areas most impacted by the 2016 disasters.

All allocations must meet or exceed a floor of \$100,000 to help ensure sufficient funds for at least one eligible project.

Eligible Activities

Grantee activities must be specifically related to 2016 disaster(s), and must meet the following criteria:

- Activity must be a CDBG-eligible project;
- Activity must be in response to a 2016 disaster(s) related impact in one of the following ways:
 - Direct verifiable damage from the disaster(s) that requires improvement of conditions, or
 - The facilities must have failed to function in the normal capacity as a result of the disaster(s).
- The County has added a stipulation that projects must meet a regionally-established recovery priority.

The County has addressed prioritization of eligible activities as follows:

<input checked="" type="checkbox"/>	The County has chosen not to limit Grantees in the region to projects meeting regional priority activities.		
	The MOD recommends prioritization of projects that benefit low to moderate income areas over urgent need projects. The County will administer funds in area outside of the boundaries of the Fort Bend County jurisdictions noted in this MOD.		
-OR-			
<input type="checkbox"/>	The County has limited Grantees in the region to selecting projects meeting the following regional priority activities:		
Non-housing Activities			
<input type="checkbox"/>	Water Facilities	<input type="checkbox"/>	Specially Authorized Public Facilities & Improvements
<input type="checkbox"/>	Sewer Facilities	<input type="checkbox"/>	Public Services
<input type="checkbox"/>	Other Public Utilities (gas, et al)	<input type="checkbox"/>	Clearance & Demolition Activities
<input type="checkbox"/>	Street Improvements	<input type="checkbox"/>	Code Enforcement
<input type="checkbox"/>	Flood and Drainage Improvements	<input type="checkbox"/>	Specially Authorized Assistance to Private Utilities
<input type="checkbox"/>	Debris Removal	<input type="checkbox"/>	Economic Development
<input type="checkbox"/>	Community Centers & Emergency Shelters (Existing)	<input type="checkbox"/>	Planning and Urban Environmental Design
<input type="checkbox"/>	Senior Centers	<input type="checkbox"/>	Fire Protection Facilities and Equipment
<input type="checkbox"/>	Parks, Playgrounds and other Recreational Facilities		
Housing Activities			
<input type="checkbox"/>	Single-family repair and rehabilitation	<input type="checkbox"/>	Multi-family repair and rehabilitation
<input type="checkbox"/>	Single-family replacement	<input type="checkbox"/>	Multi-family replacement
<input type="checkbox"/>	Single-family elevation of homes in flood plains	<input type="checkbox"/>	New Multi-family to replace multi-family stock

<input type="checkbox"/>	Single family relocation from flood plains or identified environmental hazards	<input type="checkbox"/>	Buyouts
<input type="checkbox"/>	Planning related to housing		

Reallocation of Funds

The county must identify the process of reallocation of funds from de-obligated funds and/or cost savings from completed projects:

Subgrantees are required to notify the Fort Bend County Community Development Department of any de-obligated projects under the CDBG-DR program and/or cost savings from completed projects.

The reallocation of CDBG-DR funds from de-obligated projects and/or cost savings from completed projects will be used to fund the County-wide housing program. Any increase in CDBG-DR program allocations will be applied to housing projects.

Approval and Signatory Authority

A Resolution of the County is attached approving the method of distribution and authorizing its submittal to the Texas General Land Office. I certify that the contents of this document and all related attachments are complete and accurate.



Signature

July 11, 2017

Date

Robert E. Hebert

Printed Name

County Judge

Title

county.judge@fortbendcountytexas.gov

Email Address

281-341-8608

Telephone Number