

22B

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: April 21, 2009	Submitted By: Marilyn Kindell <i>mkinbell</i>
Court Agenda Date: April 28, 2009	Department: Community Development
	Phone Number: 281-341-4410

SUMMARY OF ITEM: Take all appropriate action on Amendment of Agreement between Fort Bend County and Fort Bend County Women's Center.

RENEWAL AGREEMENT/APPOINTMENT YES NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Two (2) original amendments

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit:400643999

Activity (If Applicable) 446-WOMENCNTRTBRA

DESCRIPTION: Fort Bend County Women's Center-Tenant Based Women's Assistance

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

RECEIVED
 APR 22 2009

5-1-0A 2 orig. ret. to Marilyn at Comm. Devel.

MODIFICATION OF AGREEMENT

This supplemental Agreement made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the Grantee and Fort Bend County Women's Center, a nonprofit corporation under the laws of the State of Texas, hereinafter referred to as the ("Subrecipient").

RECITALS

A. Fort Bend County Women's Center, entered into a written agreement on May 8, 2007 and modification on February 26, 2008, for rental assistance for low-income persons with special needs which is eligible under the rules and regulations regarding HOME funds by and through the U.S. Department of Housing and Urban Development. A copy of the Agreement is attached as Attachment A and is incorporated herein by reference for all purposes.

B. Fort Bend County and Fort Bend County Women's Center desire to modify the Agreement as follows:

1. Part II, TIME OF PERFORMANCE is hereby deleted and replaced as follows:

Services of the Subrecipient shall start on May 1, 2007 and end September 30, 2009.

2. Except for the modification of the Agreement, all provisions of the Agreement shall continue in full force and effect.
3. This modification shall become effective when executed in duplicate originals by the parties hereto as follows:

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

- a. It has on the 28 day of April, 2009, been executed by the County Judge of Fort Bend County, on behalf of the Grantee pursuant to an Order of the Commissioners Court of the Grantee so authorizing.
- b. It has on the 16th day of April, 2009, been executed by the President and attested to by the District Secretary on behalf of the District pursuant to an Order authorizing.

FORT BEND COUNTY

ATTEST:2

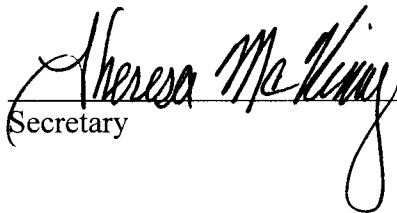


Dianne Wilson
County Clerk

By Robert Hebert
ROBERT E. HEBERT
County Judge

FORT BEND COUNTY WOMEN'S CENTER

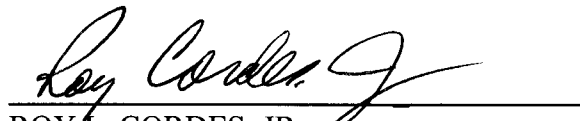
ATTEST:



Secretary

By Joy B Dowce
PRESIDENT

APPROVED AS TO FORM:



ROY L. CORDES, JR.
County Attorney

MODIFICATION OF AGREEMENT

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RECITALS

A. Fort Bend County Women's Center, entered into a written agreement on May 8, 2007, rental assistance for low-income persons with special needs which is eligible under the rules and regulations regarding HOME funds by and through the U.S. Department of Housing and Urban Development. A copy of the Agreement is attached as Attachment A and is incorporated herein by reference for all purposes.

B. Fort Bend County and Fort Bend County Women's Center desire to modify the Agreement as follows:

1. Part I, SCOPE OF SERVICE is hereby deleted and replaced as follows:

A. Activities

The Subrecipient will be responsible for administering a Home Investment Partnerships (HOME) Program project for security deposits and rental assistance, for households in Fort Bend County composed of women and children who are survivors of domestic violence and sexual assault, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Security deposits are not allowed as a stand-alone program. The household must be a part of the rental assistance to receive a security deposit payment on it's behalf. HOME funds will not be used to provide utility deposit assistance.

2. Part II, TIME OF PERFORMANCE is hereby deleted and replaced as follows:

Services of the Subrecipient shall start on May 1, 2007 and end April 30, 2009.

3. Part III, BUDGET AND ALLOCATION OF COSTS is hereby deleted and replaced as follows:

Project Costs

<u>Activity:</u>	<u>HOME Funds</u>
Rental Assistance and Deposits	\$150,967.00
TOTAL	\$150,967.00

4. Part IV, PAYMENT is hereby deleted and replaced as follows:

Grantee will provide Subrecipient with HOME funds in an amount not to exceed One Hundred Fifty Thousand Nine Hundred Sixty-Seven Dollars (\$150,967.00) for rental assistance and deposits. HOME funds will be disbursed to Subrecipient to provide rental assistance and deposits to low- and moderate-income families composed of women and children who are survivors of domestic violence and sexual assault. Drawdowns for the payment of eligible expenses shall be made on a monthly basis against the budget specified herein and in accordance with performance. Subrecipient shall submit a request on or before the fifteenth (15th) day of the month for rental assistance for the following month. The initial invoice shall initially include a lease agreement for each client and any other documentation requested by the Grantee. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

5. EXHIBIT C, LOCAL METHOD OF PROVIDING TBRA ASSISTANCE is hereby deleted and replaced as follows:

Fort Bend County will use the Section 8 Certificate model. Tenants will pay 30 percent of their monthly adjusted income towards rent. The TBRA assistance will make up the gap between the tenant's payment and the actual rent plus utilities for the tenant's unit. The rent and utilities of the unit selected by the household may not exceed Fort Bend County's payment (rent) standard.

The security deposit will be provided to the household as a grant and will not have to be repaid to Fort Bend County upon expiration of the lease.

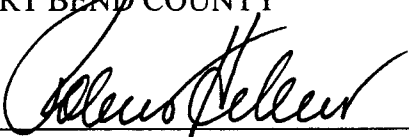
6. Except for the modification of the Agreement, all provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:


a. It has on the 26 day of February, 2008, been executed by the County Judge of Fort Bend County, on behalf of the Grantee pursuant to an Order of the Commissioners Court of the Grantee so authorizing.

b. It has on the 4 day of February, 2008, been executed by the President and attested to by the District Secretary on behalf of the District pursuant to an Order authorizing.

FORT BEND COUNTY

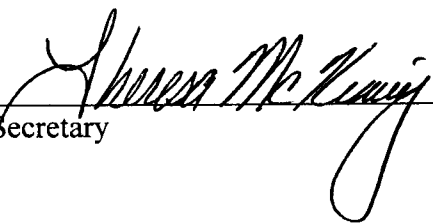
By 
ROBERT E. HEBERT
County Judge

ATTEST:


Dianne Wilson
County Clerk

FORT BEND COUNTY WOMEN'S CENTER

ATTEST:


Secretary

By 
PRESIDENT

APPROVED AS TO FORM:


ROY L. CORDES, JR.
County Attorney

**ORDER AUTHORIZING EXECUTION OF MODIFIED
AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND COUNTY WOMEN'S CENTER**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 26 day of February, 2008, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Patterson, seconded by Commissioner Meyers, duly put and carried,

IT IS ORDERED that the Fort Bend County Judge execute the Modification of Agreement between Fort Bend County and Fort Bend County Women's Center for federal funding of Emergency Shelter Grant funds, said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

**AGREEMENT BETWEEN FORT BEND COUNTY
AND
FORT BEND COUNTY WOMEN'S CENTER**

THIS Agreement is made and entered into by and between FORT BEND COUNTY ("Grantee"), a body politic and corporate under the laws of the State of Texas, and Fort Bend County Women's Center, a nonprofit corporation under the laws of the State of Texas, hereinafter referred to as the ("Subrecipient").

WHEREAS, the Grantee has received grant funds from the United States Department of Housing and Urban Development ("HUD") through the Home Investment Partnerships ("HOME") Program M-04-UC-48-0216 with which the Grantee desires to promote activities that expand the supply of affordable housing and the development of partnerships among the Grantee, local governments, local lenders, private industry and neighborhood-based housing nonprofit organizations; and,

WHEREAS, the Subrecipient, operating as a nonprofit corporation managed by a volunteer Board of Directors, is working to make housing more affordable for very low-income and low-income families composed of women and children who are survivors of domestic violence and sexual assault; and,

WHEREAS, the Grantee has determined that rental assistance is needed by low-income persons with special needs and has stated this need in the Consolidated Plan for September 1, 2005 through August 31, 2010; and,

WHEREAS, the Grantee is named in the grant charged with compliance of the federal laws, rules and regulations relating to the expenditure of funds received from the U.S. Government pursuant to the approved HOME Program application; and,

WHEREAS, the Grantee and the Subrecipient desire to enter into an agreement whereby the Grantee will provide funds to the Subrecipient for the purpose of providing rental assistance for at least 12 low- and moderate-income households in Fort Bend, as may be eligible under the rules and regulations regarding HOME grant funds; in accordance with the terms and conditions described herein;

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

That the parties covenant and agree as follows:

**I.
SCOPE OF SERVICE**

A. Activities

The Subrecipient will be responsible for administering a Home Investment Partnerships (HOME) Program project for rental assistance for households in Fort Bend County composed of women and children who are survivors of domestic violence and sexual assault, in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

Program Delivery

The Subrecipient will provide rental assistance for at least 12 households in Fort Bend County. All households will be composed of women and children who are survivors of domestic violence and sexual assault. All households assisted must be very low- or low-income as defined under the rules and regulations regarding HOME grant funds. Subrecipient will select households for participation in accordance with the provisions of 24 CFR 92.209. These provisions state that households must be selected in accordance with written tenant selection policies and criteria that are consistent with the purposes of providing housing to very low- and low-income families and are reasonably related to preference rules established under section 6(c)(4)(A) of the Housing Act of 1937.

The Subrecipient will require a lease agreement for each household. The term of the lease between the tenant and the owner must be at least one year, unless both agree otherwise.

Activity #1	Rental assistance
Activity #2	Client qualifications
Activity #3	Housing inspections
Activity #4	Provide skills training for independent living

General Administration

The Subrecipient or its Representatives shall be responsible for the administration of the Home Investment Partnerships Program. Subrecipient shall administer program within the approved budget and allocation of costs. The Grantee through its community Development Department Director may by prior written agreement mutually agree to re-allocate the funds to existing line items or to new line items created in the budget.

B. Levels of Accomplishment

Activity	Minimum No. of Clients
Rental assistance	12
Client qualifications	12
Housing inspections	12
Skills training for independent living	12

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

**II.
TIME OF PERFORMANCE**

Services of the Subrecipient shall start on May 1, 2007 and end December 31, 2008.

**III.
BUDGET AND ALLOCATION OF COSTS**

Project Costs

<u>Activity:</u>	<u>HOME Funds</u>
Rental Assistance	\$150,967.00
TOTAL	\$150,967.00

**IV.
PAYMENT**

Grantee will provide Subrecipient with HOME funds in an amount not to exceed One Hundred Fifty Thousand Nine Hundred Sixty Seven Dollars (\$150,967.00). HOME funds will be disbursed to Subrecipient to provide rental assistance to low- and moderate-income families composed of women and children who are survivors of domestic violence and sexual assault. Drawdown for the payment of eligible expenses shall be made on a monthly basis against the budget specified herein and in accordance with performance. Subrecipient shall submit a request

on or before the fifteenth (15th) day of the month for rental assistance for the following month. The initial invoice shall initially include a lease agreement for each client and any other documentation requested by the Grantee. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

Payments may be contingent upon certification of the Subrecipient's financial management system.

**V.
NOTICE**

Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Marilynn Kindell, Director Fort Bend County Community Development Department 4520 Reading Road, Suite A Rosenberg, Texas 77471 (281) 341-4410	Vita Rogers, Executive Director Fort Bend County Women's Center P.O. Box 183 Richmond, Texas 77406 (281) 494-4545

**VI.
PROJECT REQUIREMENTS**

The tenant based rental assistance program operation must be consistent with the requirements as stated in 24 CFR 92.2, 24 CFR 92.209, 24 CFR 92.216, 24 CFR 92.251 and 24 CFR 92.253.

**VII.
PROPERTY STANDARDS**

Housing occupied by a family receiving HOME funds must meet the housing quality standards set forth in 24 CFR 982.401 and also the lead-based paint requirements stated in Section 92.355.

VIII.
RECORDS AND REPORTS

Subrecipient will submit to Grantee monthly reports of the activities and services undertaken by Subrecipient in performance of this Agreement and monthly statements of Subrecipient's expenditures and fees, where applicable, regardless of the source of such funds, which relate to the Program in any way.

Subrecipient shall submit client data reports to Grantee on a monthly basis. The client data reports will contain eligibility information about the households assisted by the program. This information will include family size, income, address, and census tract. Subrecipient shall submit a client status report to Grantee each time services are discontinued for a client.

Subrecipient shall submit employee data reports to Grantee on a monthly basis. The employee data report form will be supplied to the Subrecipient by the Grantee.

Such reports and statements will be signed by a duly authorized agent of Subrecipient and will be submitted by the end of the month following the month, which is reported.

IX.
MATCH

Match contributions to housing that qualifies as affordable under the HOME Program must meet the match contribution requirement at 24 CFR 92.218, 24 CFR 92.219, 24 CFR 92.220 and 24 CFR 92.221.

XI.
REQUESTS FOR DISBURSEMENT OF FUNDS

According to Section 92.502 of the HOME Program, the Subrecipient may not request disbursement of funds under this Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

XII.
MONITORING

Not less than annually, the Grantee will review the performance of the Subrecipient assisted with HOME funds. The results of each review will be included in the Grantee's performance report and will be made available to the public.

XIII. RECORDKEEPING

Sub recipient will cooperate fully with Grantee in monitoring the Program. In this regard, Subrecipient agrees to keep records sufficient to document its compliance with all applicable laws, regulations, and Agreement terms. In addition, Subrecipient agrees to keep records to fully document all expenditures charged to the HOME Program. The documentation must support the amounts charged to the Program and demonstrate that the expenditures were appropriate to the stated goals of the Program and allowable under applicable federal, state and Grantee guidelines. All records pertaining to this Agreement shall be retained for five (5) years following the date of termination of this Agreement. Subrecipient may destroy Program records at the end of this five (5) year period if no outstanding audit finding exists. Grantee, HUD, and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of Subrecipient under this Agreement for the purpose of audit, examination, exception and transcription at all reasonable hours at all offices of Subrecipient. The Grantee reserves the right to perform an audit of the funds received under this Agreement in order to ensure Subrecipient's compliance with applicable federal regulations.

XIV. REPORTS AND AUDITS

The Subrecipient must have an annual financial audit performed by an independent certified public accountant. The audit may cover either Subrecipient's fiscal year during which this Agreement is in force or cover the period of this Agreement. This report must be completed within six (6) months following the end of the Subrecipient's fiscal year and be submitted to Grantee within thirty (30) days of its completion.

Grantee reserves the right to perform an audit of Subrecipient's program operations and finances at any time during the term of this Agreement, and semi-annually beginning October 1, 1998 and April 30, 1999 to ensure compliance with this Agreement and Subrecipient agrees to allow access to all pertinent materials as described above. If such audit reveals a questioned practice or expenditure, such questions must be resolved within fifteen (15) days after notice to Subrecipient of such questioned practice or expenditure. If questions are not resolved within this period, Grantee reserves the right to withhold further funding under this and/or future Agreement(s).

If, as a result of any audit, it is determined that Subrecipient has misused, misapplied, or misappropriated all or any part of the grant funds described herein, Subrecipient agrees to reimburse the Grantee the amount of such monies so misused, misapplied or misappropriated, plus the amount of any sanction, penalty or other charge levied against Grantee because of such misuse, misapplication or misappropriation.

**XV.
APPLICABLE LAWS**

A. Federal

Subrecipient agrees to comply with the following laws and the regulations issued thereunder as they are currently written or are hereafter amended during the performance of this Agreement:

- Other Federal Requirements (24 CFR 92.350)
- Affirmative Marketing (24 CFR 92.351)
- Environmental Review (24 CFR 92.352)
- Displacement, Relocation and Acquisition (24 CFR 92.353)
- Labor (24 CFR 92.354)
- Conflict of Interest (24 CFR 92.356)
- Executive Order 13272 (24 CFR 92.357)
- Consultant Activities (24 CFR 92.358)
- Applicability of Uniform Administrative Requirements (24 CFR 92.505)
- Audit (24 CFR 92.506)
- Recordkeeping (24 CFR 92.508)

B. Other Laws

Subrecipient covenants and agrees that its officers, members, agents, employees, program participants, and subcontractors shall abide by and comply with all other laws, federal, state, and local, relevant to the performance of this Agreement, including all ordinances, rules, and regulations of Fort Bend County and the National Affordable Housing Act of 1990 and all regulations pertaining thereto. Subrecipient further promises and agrees that it has read, and is familiar with, terms and conditions of the HOME Program under which funds are granted and that it will fully comply with same. It is agreed and understood that, if Grantee calls the attention of Subrecipient of any such violations on the part of Subrecipient or any of its officers, members, agents, employees, program participants or subcontractors, then Subrecipient shall immediately desist from and correct such violation.

**XVI.
NON-ASSIGNMENT**

Sub recipient will not assign any or all of its rights or responsibilities under this Agreement without the prior written approval of Grantee. Any purported assignment without such approval will be a breach of this Agreement and void in all respects.

XVII.
INDEPENDENT SUBRECIPIENT

Subrecipient shall operate hereunder as an independent Subrecipient and not as an officer, agent, servant or employee of Grantee. Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, subcontractors, program participants, licenses or invitees. The doctrine of respondent superior shall not apply as between Grantee and Subrecipient, its officers, members, agent, servants, employees, subcontractors, program participants, licenses or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between Grantee and Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, subSubrecipient, license or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of Grantee and that Grantee does not have the legal right to control the details of the tasks performed hereunder by Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees.

Grantee shall in no way, nor under any circumstances, be responsible for any property belonging to Subrecipient, its officers, members, agents, employees, subcontractors, program participants, licenses or invitees, which may be lost, stolen, destroyed or in any way damaged; and Subrecipient hereby indemnifies and holds harmless Grantee and its officers, agents, and employees from and against any and all claims or suits.

XVIII.
INDEMNITY; INSURANCE; BOND

Subrecipient covenants and agrees to indemnify, hold harmless and defend, at its own expense, Grantee and its officers, agents, servants, and employees from and against any and all claims or suits for property loss of damage and/or personal injury, including death, to any and all persons of whatsoever kind of character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or nonperformance of this Agreement and agreement and/or the operations activities and services of the Program described herein, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Sub recipients, or subcontractors of Grantee; and Subrecipient hereby assumes all liability and responsibility of Grantee and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of this Agreement and agreement and/or the operations, activities and services of the programs described herein, whether or not caused in whole or in part, by alleged negligence of officers, agents, servants, employees, Sub recipients or subcontractors of Grantee. Subrecipient likewise covenants and agrees to and does hereby indemnify and hold harmless Grantee from and against

any and all injury, damage or destruction of property of Grantee, rising out of or in connection with all acts or omissions of Subrecipient, its officers, members, agents, employees, subcontractors, invitees, licensees, or program participants, or caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Sub recipients, or subcontractors of Grantee.

XIX. TERMINATION

Grantee may terminate this Agreement whenever such termination is determined to be in the best interest of Grantee, in event of Subrecipient's default, inability, or failure to perform or to comply with any of the terms herein, or for other good cause. Subrecipient agrees and will require any and all subcontractors to agree that in all documents created or produced by whatsoever entity as part of the performance of this Agreement or any subcontract hereunder, language will be inserted that will provide that any HOME or CDBG funds, program income or assets purchased with same, will revert to Grantee in the event of Subrecipient's default, inability or failure to perform under this Agreement.

Termination will be effected by written notice to Subrecipient, specifying the portions of the Agreement affected and the effective date of termination. Upon Subrecipient's receipt of such termination notice, Subrecipient will:

1. Stop work under the Agreement on the date and to the extent specified by the Grantee;
2. Cease expenditure of HOME money, except as necessary for completion of the portions of the Agreement not terminated; and
3. Terminate all orders and contracts to the extent that they relate to terminated portions of the Agreement.

Subrecipient will return to Grantee any unused monies previously distributed under this Agreement within thirty (30) days of the effective date of Agreement termination.

Grantee will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of the Agreement termination.

No HOME funds provided hereunder may be used as collateral for loans to Subrecipient to defray program operation expenses, and any attempted use of HOME funds for this purpose will result in termination of this Agreement by Grantee.

XX.
MISCELLANEOUS PROVISIONS

It is expressly understood and agreed by and between the parties hereto that this Agreement is wholly conditioned upon the actual receipt by Grantee of federal HOME funds; that all monies distributed to Subrecipient hereunder shall be exclusively from federal monies received under said grant, not from any monies of Grantee; and that if such funds under said grant are not timely forthcoming, in whole or in part, Grantee may, at its sole discretion, terminate this Agreement and agreement and Grantee shall not be liable for payment for any work or service performed by Subrecipient under or in connection with this Agreement.

All terms of this Agreement shall apply to any and all subcontractors of Subrecipient which are in any way paid with HOME funds or who perform any work in connection with Subrecipient's program.

The provisions of this Agreement are severable, and, if for any reason a clause, sentence, paragraph, or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provisions.

The failure of the grantee to insist upon the performance of any term or provision of this Agreement or to exercise any right herein conferred shall not be construed as a waiver of relinquishment to any extent of the Grantee's right to asset or rely upon any such term or right on any future occasion.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or nonperformance of this Agreement and agreement, venue for said action shall lie in Fort Bend County, Texas.

This written instrument and the exhibits attached hereto, which are incorporated by reference and made a part of this Agreement for all purposes, constitute the entire agreement between the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral, or written agreement which purports to vary from the terms hereof shall be void. Any amendments to the terms of this Agreement must be in writing and must be approved by each party to this Agreement.

XXI.
AMENDMENTS

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grant governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to undertaken as part of this Agreement, such modifications will be effected only by written amendment signed by both Grantee and Subrecipient.

IN WITNESS WHEREOF, this instrument in duplicate originals, has been executed by the parties hereto as follows:

FORT BEND COUNTY


ATTEST:




Dianne Wilson, County Clerk

By 

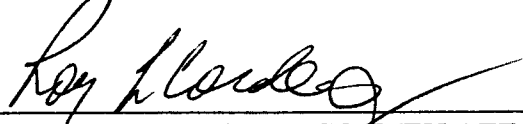
Robert E. Hebert, County Judge May 8, 2007

By 

President


Secretary

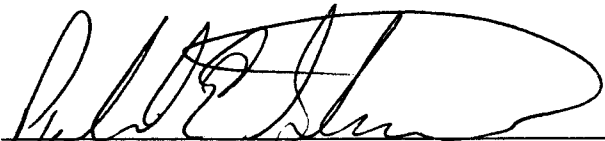
APPROVED AS TO FORM:



ROY L. CORDES, JR., COUNTY ATTORNEY

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$150,967.00 in HOME Investment Partnerships funds to pay the obligation of Fort Bend County under and within the foregoing Agreement.



Robert E. Sturdivant, County Auditor

**ORDER AUTHORIZING EXECUTION OF
AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND COUNTY WOMEN'S CENTER**

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

On this the 8 day of May, 2007, the Commissioners Court of Fort Bend County, Texas, upon motion of Commissioner Patterson, seconded by Commissioner Starinoha, duly put and carried,

IT IS ORDERED that County Judge Robert E. Hebert be, and he is hereby, authorized to execute an Agreement between Fort Bend County and Fort Bend County Women's Center. Said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND OTHER RESPONSIBILITY MATTER FOR PRIMARY COVERED TRANSACTIONS

Fort Bend County Women's Center

NAME OF SUBRECIPIENT

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Uta Agnes
Signature of Subrecipient

4/7/07
Date

EXHIBIT B

Conflict of Interest Disclosure Form HOME Investment Partnerships Program

The HOME Program regulations at Section 92.356 (f) states that no Subrecipient, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the Subrecipient, developer or sponsor) whether private, for profit or non-profit (including a community housing development organization (CHDO) when acting as an Subrecipient, developer or sponsor) may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to a Subrecipient-occupant of single-family housing or to an employee or agent of the Subrecipient or developer of a rental housing project who occupies a HOME assisted unit as the project manager or maintenance worker.

Upon written request of a housing Subrecipient or developer, the Grantee may grant an exception to the provisions stated above on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of the Subrecipient's or developer's HOME-assisted project. In determining whether to grant a requested exception, the Grantee shall consider the following factors:

1. Whether the person receiving the benefit is a member of a group or class of low-income persons intended to be beneficiaries of the assisted housing, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
2. Whether the person has withdrawn from his or her function or responsibilities, or the decision-making process with respect to the specific assisted housing in question;
3. Whether the tenant protection requirements of 92.253 are being observed;
4. Whether the affirmative marketing requirements of 92.351 are being observed and followed; and
5. Any other factor relevant to the Grantee's determination, including the timing of the requested exception.

I certify that no conflict of interest exists between Fort Bend County and

Fort Bend County Women's Center
(Name of Organization)

I certify that a conflict of interest exists between Fort Bend County and

(Name of Organization)

The nature of the conflict of interest is described below: (Please identify the individual, employment, and the conflict of interest [their affiliation with your organization]).

Vita Rogers
Signature of Authorized Agency Official

4/9/07
Date

Vita Rogers, Executive Director
Typed Name and Title

EXHIBIT C

LOCAL METHOD OF PROVIDING TBRA ASSISTANCE

Fort Bend County will use the Section 8 Certificate model. Tenants will pay 30 percent of their monthly adjusted income towards rent. The TBRA assistance will make up the gap between the tenant's payment and the actual rent plus utilities for the tenant's unit. The rent and utilities of the unit selected by the household may not exceed Fort Bend County's payment (rent) standard.

EXHIBIT D

FORT BEND COUNTY RENT STANDARD

Fort Bend County's rent standard for housing unit size will be based on the HOME payment (rent) standards that are based upon the Section 8 fair market rents (FMR). The payment (rent) standard must not be less than 80 percent of the published FMRs, and not more than the FMR or area-wide exception rent.