

**MODIFICATION OF AGREEMENT**

This Modification 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 Community Revitalization Projects, a nonprofit corporation under the laws of the State of Texas, hereinafter referred to as the "Subrecipient".

**RECITALS**

A. Grantee and Subrecipient entered into a written agreement on August 24, 2010 which was modified on September 14, 2010 to demolish blighted structures and redevelop demolished or vacant properties which is eligible under the rules and regulations regarding NSP 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. Grantee and Subrecipient desire to modify the Agreement as follows:

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

1.03 Program Delivery

Activities

- Property Search and Identification
- 9 Home Reconstruction

3. Part III, PROJECT COSTS is hereby deleted and replaced as follows:

3.01 For and in consideration of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of Six Hundred Sixty Six Thousand Five Hundred Seventy and No/100 Dollars (\$666,570.00) as set forth in the Budget for NSP Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD. Grantee's funding for the Project shall not exceed \$666,570.00 which includes the amount of \$250,200.00 under this Modification.

**Budget for NSP Funds**

Project Delivery		\$149,070.00
Salary and Fringe Benefits	\$117,960.00	
Executive Director		
Community Specialist		
Fiscal & Program Director		

10-1-10 copy received

Program Director	
Professional Fees and Services	\$25,550.00
Travel	\$5,610.00
Construction	\$517,500.00
<b>TOTAL</b>	<b>\$666,570.00</b>

5 Part V, PAYMENT is hereby deleted and replaced as follows:

5.01 It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed of Six Hundred Sixty Six Thousand Five Hundred Seventy and No/100 Dollars (\$666,570.00). Subrecipient shall submit an invoice upon delivery of the Project. Such invoice shall include any other documentation requested by the Grantee. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

6. Part VI, SOURCE OF FUNDING is hereby deleted and replaced as follows:

6.01 The Grantee has no Grantee funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the Grantee receiving funds for the purpose of paying the entire obligation of the Grantee under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-08-UN-48-0400, entitled Neighborhood Stabilization Program. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under the terms and provisions of this Agreement shall not exceed \$666,570.00 amount actually received by the Grantee from HUD pursuant to the Block Grant.

C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

D. If there is a conflict between this Modification and the Agreement, the provisions of this Modification shall prevail.

E. This modification shall become effective when executed in duplicate originals by the Grantee.

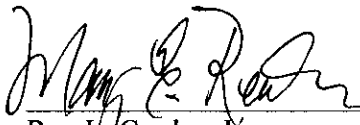
GRANTEE: FORT BEND COUNTY

  
Robert E. Hebert, County Judge

9-23-10  
Date

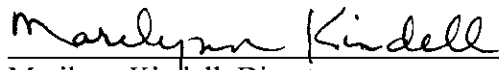
ATTEST:   
Dianne Wilson, County Clerk

APPROVED AS TO FORM:

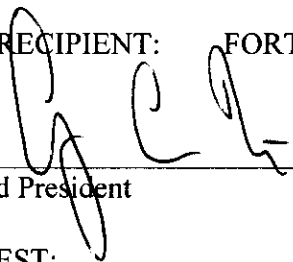
  
Roy L. Cordes, Jr.  
County Attorney *First Assistant*

9-23-10  
Date

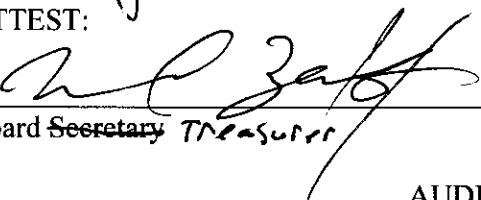
APPROVED: COUNTY PROJECT MANAGER

  
Marilynn Kindell, Director  
Fort Bend County Community Development Department

SUBRECIPIENT: FORT BEND CORPS

By   
Board President

9-23-10  
Date

ATTEST:   
Board Secretary *Treasurer*

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$666,570.00 to accomplish and pay the obligation of the Grantee under this contract.

  
Robert E. Sturdivant, County Auditor

**ATTACHMENT A  
MODIFICATION OF AGREEMENT**

This Modification 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 Community Revitalization Projects, a nonprofit corporation under the laws of the State of Texas, hereinafter referred to as the ("Subrecipient").

**RECITALS**

A. Grantee and Subrecipient entered into a written agreement on August 24, 2010 to demolish blighted structures and redevelop demolished or vacant properties which is eligible under the rules and regulations regarding NSP 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 Grantee and Subrecipient desire to modify the Agreement as follows:

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

1.03 Program Delivery

Activities

Property Search and Identification  
6 Home Reconstruction

2. Part III, PROJECT COSTS is hereby deleted and replaced as follows:

3.01 For and in consideration of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of Four Hundred Sixteen Thousand Three Hundred Seventy and No/100 Dollars (\$416,370.00) as set forth in the Budget for NSP Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD. Grantee's funding for the Project shall not exceed \$416,370.00 which includes the amount of \$300,000.00 under this Modification.

**Budget for NSP Funds**

Project Delivery		\$86,370.00
Salary and Fringe Benefits	\$66,065.00	
Executive Director		
Community Specialist		
Fiscal & Program Director		

Program Director	
Professional Fees and Services	\$17,000.00
Travel	\$3,305.00
Construction	\$330,000.00
<b>TOTAL</b>	<b>\$416,370.00</b>

3. Part V, PAYMENT is hereby deleted and replaced as follows:

5.01 It is expressly agreed and understood that the total amount to be paid by the County Grantee under this Agreement shall not exceed of Four Hundred Sixteen Thousand Three Hundred Seventy and No/100 Dollars (\$416,370.00). Subrecipient shall submit an invoice upon delivery of the Project. Such invoice shall include any other documentation requested by the County Grantee. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

4. Part VI, SOURCE OF FUNDING is hereby deleted and replaced as follows:

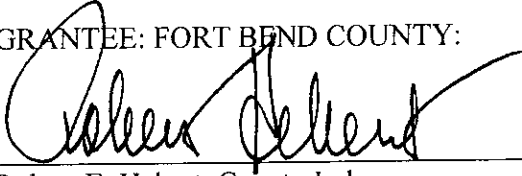
6.01 The County Grantee has no County Grantee funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County Grantee receiving funds for the purpose of paying the entire obligation of the County Grantee under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-08-UN-48-0400, entitled Neighborhood Stabilization Program. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the County Grantee under the terms and provisions of this Agreement shall not exceed \$416,370.00 amount actually received by the County Grantee from HUD pursuant to the Block Grant.

5. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

6. If there is a conflict between this Modification and the Agreement, the provisions of this Modification shall prevail.

7. This modification shall become effective when executed in duplicate originals by the Grantee.

GRANTEE: FORT BEND COUNTY:



Robert E. Hebert, County Judge

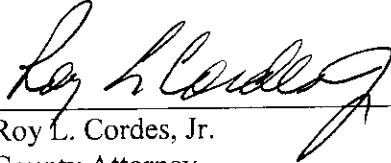
9-14-10  
Date

ATTEST:



Dianne Wilson, County Clerk

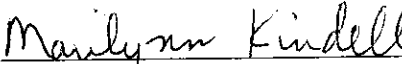
APPROVED AS TO FORM:



Roy L. Cordes, Jr.  
County Attorney

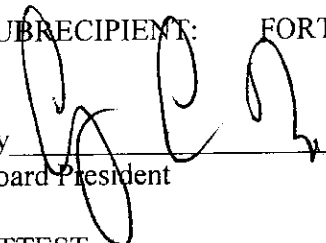
9/8/2010  
Date

APPROVED: COUNTY PROJECT MANAGER



Marilynn Kindell, Director  
Fort Bend County Community Development Department

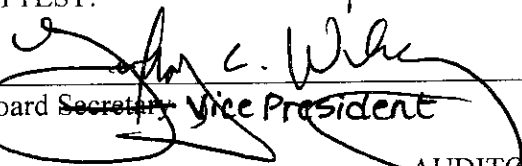
SUBRECIPIENT: FORT BEND CORPS



By  
Board President

9/10/2010  
Date

ATTEST:



Board Secretary ~~Vice President~~

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$416,370.00 to accomplish and pay the obligation of the Fort Bend County Grantee under this contract.

  
Robert E. Sturdivant, County Auditor

**ATTACHMENT A  
AGREEMENT**

**THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §**

This 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 County) and Fort Bend Community Revitalization Projects, a non-profit corporation under the laws of the State of Texas (hereinafter referred to as Subrecipient).

WITNESSETH:

WHEREAS, the County, has entered into a Grant Agreement with the United States of America, No. B-08-UN-48-0400, acting by and through its Department of Housing and Urban Development, hereinafter referred to as HUD, for federal funding of sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public Law 110-289);

WHEREAS, the program established pursuant to sections 2301-2304 is known as the Neighborhood Stabilization Program (NSP);

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I.

**SCOPE OF AGREEMENT**

1.01 The County and Subrecipient agree to administer the Project in accordance with the guidelines, rules, and regulations required by the U. S. Department of Housing and Urban Development (hereinafter referred to as HUD).

1.02 Activities

The Subrecipient will be responsible for administering a Program Year 2008 NSP funded program to demolish blighted structures and redevelop demolished or vacant properties within the unincorporated limits of Fort Bend County and the incorporated areas of Arcola, Beasley, Fairchilds, Fresno, Fulshear, Kendleton, Needville, Orchard, Pleak, Richmond, Rosenberg, Simonton, Stafford and Thompsons in a manner satisfactory to the

### 1.03 Program Delivery

The Subrecipient shall utilize its grant for demolition and redevelopment. The Subrecipient will clear suitable vacant properties to prepare for redevelopment; Subrecipient shall complete a minimum of the following activities:

#### Activities

- Property Search and Identification
- 4 Home Reconstruction

### 1.04 Project Implementation

The Subrecipient shall utilize its grant for project implementation. Project implementation shall include but not be limited to the following activities of the Subrecipient:

Property search shall begin immediately upon execution of this Agreement.

Identification of blighted structures shall be complete within 4 months of execution of this Agreement.

Redevelopment and occupancy shall be complete within 15 months of execution of this Agreement.

### 1.05 General Administration

The Subrecipient or its Representatives shall be responsible for the administration of the acquisition and demolition program.

### 1.06 National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG's program's National Objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

## II.

### TIME OF PERFORMANCE

2.01 Services of the Subrecipient shall begin upon execution of this agreement and end on December 31, 2011.



### III.

#### PROJECT COSTS

3.01 For and in consideration of the Project as herein set forth, the County agrees to fund project costs not to exceed the total sum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) as set forth in the Budget for NSP Funds, which shall be in full and total compensation for payment of all expenses allowed under this Agreement and the Grant Agreement with HUD.

##### **Budget for NSP Funds**

Project Delivery		\$70,000.00
Salary and Fringe Benefits	\$51,895.16	
Executive Director		
Community Specialist		
Fiscal & Program Director		
Program Director		
Professional Fees and Services	\$15,800.00	
Travel	\$2,304.84	
Construction		\$230,000.00
<b>TOTAL</b>		<b>\$300,000.00</b>

3.02 The County shall not be liable for the payment of expenses or costs, which are not allowable under the terms of this Agreement and the Grant Agreement with HUD.

3.03 The Subrecipient and the Grantee, through its Director of the Fort Bend County Community Development Department may, by prior written agreement, mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.

#### IV.

##### AFFORDABILITY

4.01 Housing assisted with NSP funds must meet the affordability requirements by adopting the HOME program standards at 24 CFR 92.252(a), (c), (e) and (f), and 92.254 to be in minimal compliance with this affordability standard and expects any other standards to be enforceable and longer in duration, as applicable. Residential properties under this section remain affordable to individuals or families whose incomes do not exceed 120 percent of area median income or, for units originally assisted with funds under the requirements of section 2301(f)(3)(A)(ii), to remain affordable to individuals and families whose incomes do not exceed 50 percent of area median income. Failure to meet the affordability requirements for the specified periods will require repayment of NSP funds.

#### V.

##### PAYMENT

5.01 It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Three Hundred Thousand and No/100 Dollars (\$300,000.00). Subrecipient shall submit monthly invoices until completion of the Project. Such invoice shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.

#### VI.

##### SOURCE OF FUNDING

6.01 The County has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Agreement from funds to be received from the U. S. Department of Housing and Urban Development, by virtue of Grant No. B-08-UN-48-0400, entitled Neighborhood Stabilization Program. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the County under the terms and provisions of this Agreement shall not exceed \$300,000.00 amount actually received by the County from HUD pursuant to the Block Grant.

6.02 The Subrecipient admits knowledge of the fact that the County's obligation hereunder for payment of compensation and costs, if any, is limited to Federal funds received pursuant to the Grant Agreement in connection with the Neighborhood Stabilization Program of the U. S. Department of Housing and Urban Development, and that unless and until adequate funds have been received by the County under the Grant Agreement to pay the Subrecipient's compensation and expense reimbursement, the County shall have no obligation to the Subrecipient.

## VII.

### ADMINISTRATIVE REQUIREMENTS

7.01 The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR 570.503(b)(8).

7.02 The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504(c). By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period as specified in 24 CFR 570.503(b)(8). Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

## VIII.

### AGREEMENT DOCUMENTS

8.01 This Agreement includes the following exhibits and such exhibits are attached hereto and made a part hereof for all purposes:

Exhibit A - CDBG Program Requirements

Exhibit B - Certification for Contracts, Grants, Loans and Cooperative Agreements

Exhibit C - 24 CFR 254 Qualification as Affordable Housing: Homeownership

8.02 This Agreement and the attached exhibits represent the entire Agreement between the County and the Subrecipient, and there are no other effective agreements, representations or warranties between the County and the Subrecipient that are not contained in the Agreement Documents.

## IX.

### NOTICE

9.01 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.

9.02 For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

<u>County</u>	<u>Subrecipient</u>
Marilynn Kindell, Director Fort Bend County Community Development Department 4520 Reading Road, Suite A Rosenberg, TX 77471	Ronald M. Castillo, Executive Director Fort Bend Community Revitalization Projects 1 Fluor Drive, Mail Code 12 Sugar Land, TX 77478

9.03 Each party shall have the right, at any time, to change its respective address and each shall have the right to specify as its new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

X.

#### RIGHTS OF TERMINATION

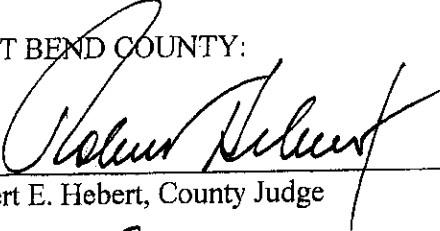
10.01 The Subrecipient or the County, by and through its Director of the Fort Bend County Community Development Department, or the Subrecipient, may terminate this agreement without cause prior to the Subrecipient's award of the construction contract by providing thirty (30) days notice. The County may terminate this agreement after the Subrecipient's award of the construction contract only for cause, by providing thirty (30) days written notice to the Subrecipient.

XI.

EXECUTION


This Agreement shall become effective upon execution by County.

FORT BEND COUNTY:


  
Robert E. Hebert, County Judge

8-24-10  
Date

ATTEST:

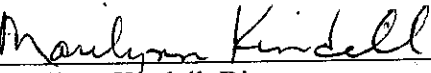
  
Dianne Wilson, County Clerk

APPROVED AS TO FORM:

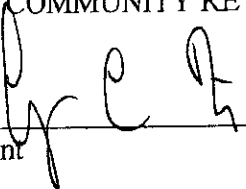
  
Roy L. Cordes, Jr.  
County Attorney

8/10/2010  
Date

APPROVED: COUNTY PROJECT MANAGER

  
Marilynn Kindell, Director  
Fort Bend County Community Development Department

FORT BEND COMMUNITY REVITALIZATION PROJECTS:

By   
Board President


8-11-2010  
Date

ATTEST:

  
Board Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$300,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

  
Robert E. Sturdivant, County Auditor

**ORDER AUTHORIZING AGREEMENT BETWEEN**  
**FORT BEND COUNTY AND**  
**FORT BEND COMMUNITY REVITALIZATION PROJECTS**

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

On this the 24 day of August, 2010, at a regular meeting of Commissioners Court sitting as the governing body of Fort Bend County, Texas, upon motion of Commissioner Morrison, seconded by Commissioner Prestage, duly put and carried,

**IT IS ORDERED** that the Fort Bend County Judge execute the Agreement between Fort Bend County and Fort Bend Community Revitalization Projects for federal funding of a Neighborhood Stabilization Program (NSP) , said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

## **EXHIBIT A**

### **NEIGHBORHOOD STABILIZATION PROGRAM REQUIREMENTS**

#### **I.**

#### **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and Title 24 Code of Federal Regulations Part 1. In accordance with the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Subrecipient receives Federal financial assistance. The Subrecipient will immediately take any measures necessary to comply with Title VI. If any real property or structure is thereon provided or improved with the aid of Federal financial assistance, this clause shall obligate the Subrecipient, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. The Subrecipient will further comply with federal regulations, 24 CFR Part 1, which implement the act.

#### **II.**

#### **FAIR HOUSING REQUIREMENTS**

The Subrecipient shall comply with the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR Part 100, Part 109, and Part 110. No person in the United States shall, on the basis of race, color, religion, sex, national origin, handicap or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with NSP funds.

#### **III.**

#### **EXECUTIVE ORDER 11063**

The Subrecipient shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Subrecipient will take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities area, among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal Government.

#### **IV.**

### **SECTION 109 OF THE COMMUNITY DEVELOPMENT ACT OF 1974**

The Subrecipient shall comply with Section 109 of the Community Development Act of 1974, in that no person in the United States shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with NSP funds.

#### **V.**

### **EXECUTIVE ORDER 11246**

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (451 CFR Chapter 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or federally-assisted construction contracts.

Subrecipient agrees that Cities on Federal or federally-assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

#### **VI.**

### **RELOCATION, ACQUISITION & DISPLACEMENT**

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable County Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

#### **VII.**

### **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

The Subrecipient shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

- A. The Subrecipient shall, to the greatest extent feasible, give opportunities for training and employment to lower-income residents of the County and shall award contracts for work



in connection with the Project to business concerns which are located in or owned in substantial part by persons residing in the County.

- B. The Subrecipient shall include the phrase in paragraph A in all contracts for work in connection with this project.

## **VIII.**

### **LEAD-BASED PAINT**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

## **IX.**

### **USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS**

The Subrecipient shall not use assistance to directly or indirectly employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor during any period of debarment, suspension or placement in ineligibility status under provisions of 24 CFR Part 24.

## **X.**

### **UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS**

The Subrecipient and its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR Part 84), A-122, A-133 (implemented at 24 CFR Part 45), and A-128<sup>2</sup>(implemented at 24 CFR Part 44) as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR Parts 84 and 85 are set forth at 570.502.

## **XI.**

### **CONFLICT OF INTEREST**

- A. No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from the Agreement.

- B. No persons described in paragraph C who exercise or have exercised any functions with respect to NSP activities or who are in a position to participate in a decision making process or gain inside information with regard to NSP activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- C. The requirements of paragraph B apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, Subrecipient, and of any designated public agency, or subrecipient which receives funds under the NSP grant agreement with HUD.

## **XII.**

### **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS**

The Subrecipient agrees to abide by the provisions of 24 CFR 570.613 with respect to the eligibility restrictions for certain resident aliens. Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in this part of the regulation. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulation.

## **XIII.**

### **ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT**

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Subrecipient also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

## **XIV.**

### **MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

The Subrecipient shall comply with Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Subrecipient must make efforts to

encourage the use of minority and women's business enterprises in connection with funded activities.

#### **XV.**

#### **DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP**

The Subrecipient shall not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 61-1-07) and implementing regulations at 24 CFR part 146. The Subrecipient shall not discriminate against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8.

#### **XVI.**

#### **RECORDS FOR AUDIT PURPOSES**

Without limitation to any other provision of this Agreement, the Subrecipient shall maintain all records concerning the Project that will facilitate an effective audit to determine compliance with program requirements. Records shall be kept for three (3) years from the expiration date of the Agreement. The Subrecipient will give the County, HUD, and the Comptroller General of the United States, the General Accounting Office or any of their authorized representatives access to and the right to examine, copy or reproduce all records pertaining to the acquisition and construction of the Project and the operation of the Project. The right to access shall continue as long as the records are required to be maintained.

#### **XVII.**

#### **DRUG FREE WORKPLACE ACT OF 1988**

The Subrecipient shall comply with the Drug Free Workplace Act of 1988 and certify that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR part 24, subpart F.