

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS AT AUSTIN AND FORT BEND COUNTY TEXAS**

THIS INTERLOCAL AGREEMENT (Agreement) is made by and between the University of Texas at Austin, (UT), and Fort Bend County Texas, a political subdivision of the State of Texas (County), acting by and through its Commissioners Court.

WITNESSETH:

WHEREAS, UT and the County are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et eq.; and

WHEREAS, the County wishes to have UT provide and develop a plan to address challenges and enable County to manifest the potential of the Fifth Street historic area by contracting with UT’s Center for Sustainable Development to provide project management, planning, assessment, and research services, hereinafter referred to as “the Project;” and

WHEREAS, the parties find that this Agreement serves a public purpose.

NOW, THEREFORE, UT and County agree as follows:

I. OBLIGATION OF UT

A. UT shall provide the services and deliverables as provided in attached Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes. UT shall appoint one staff person to act as a single point of contact (SPOC), with the County. SPOC must be knowledgeable in the planning, content, and subject matter being addressed in the study. SPOC must possess decision making ability and authority.

B. SPOC shall purchase materials and supplies as needed for the study and may employ a graduate research assistant to aid in data acquisition for study purposes. Results will be compiled and a written report will be furnished to County. Images will be presented in both hard copy and digital form. SPOC shall document and track the amount of time a research assistant spends, if any, when working on this project.

C. UT shall provide the final report to the County on flash drive and hard copy. UT shall be responsible for producing one camera ready hard copy of the final report on or before February 28, 2014.

D. UT will submit statements to the County showing expenses incurred under this Agreement in accordance with the budget attached hereto as Exhibit B.

E. UT will comply with the terms as identified for “Contractor” in attached Exhibit C.

II. OBLIGATION OF THE COUNTY

- A. In exchange for aforesaid services, the County shall pay UT an amount not to exceed \$94,945.00 in accordance with the budget attached hereto as Attachment B (the "Payment"). The total budget shall not exceed the amount specified herein.
- B. The County shall appoint one (1) person to act as a single point of contact with UT. This person shall hereinafter be referred to as the County Administrator, and shall have decision making ability and authority specified by the governing body of the County.
- C. UT shall submit detailed invoices on a monthly or quarterly basis to County and County shall pay each invoice within thirty (30) days after the County Administrator's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by UT to the point indicated by such invoice or of receipt or acceptance by the County of the services covered by such invoice.
- D. The County shall provide, to the extent practicable and available, all necessary meeting space and communication assistance with its citizenry. Additionally, the County shall assist UT in a timely manner to provide guidance on current and pending land use actions, infrastructure, and parks and recreation improvements.
- E. The County shall have the rights to audit and inspect records maintained by UT relating to work performed under this Agreement.

III. TERMS, TERMINATION

- A. This Agreement shall be effective upon execution by all parties, and the period of performance shall begin the dated executed by County and expire on or before February 28, 2014, unless previously terminated pursuant to Section III.B. of this Agreement or unless the services to be provided by UT under this Agreement have not been completed. This Agreement may be extended, subject to the approval of UT and the governing body of County, provided that, in the event that the services have not been completed, this Agreement shall automatically extend for the lesser of six months or until the completion of the services.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have thirty (30) days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then the offended party shall have the right without further notice to terminate this Agreement. In the event of termination of County, UT shall refund the unused amounts of the Payment to County. UT shall provide an accounting of UT's expenditures made under this Agreement within ten day of request by County.

IV. PAYMENT FOR SERVICES

- A. County shall pay UT for services to be performed in accordance with Section II above. Payment under this Agreement shall be made from current revenue available to County.
- B. The Budget presented in Attachment B is an estimate of the allocations needed under category to complete the Scope of Work in Attachment A. UT reserves the right to reallocate

funds among the budget categories in Attachment B as it deems necessary to complete the Scope of Services.

Remittance will be made payable to UT and sent to:

The University of Texas at Austin
Office of Accounting
PO Box 7159
Austin, Texas 78713-7159
512.471.6231

V. MISCELLANEOUS

A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.

B. Indemnity. UT and The University of Texas System (System) shall, to the extent authorized under the Constitution and laws of the State of Texas, hold the County harmless from liability resulting from the negligent acts or omissions of UT, System, their Regents, officers, agents and employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, UT and System shall not hold the County harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of or incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of the County, its officers, agents, representatives, or employees, or any person or entity not subject to UT's supervision or control.

C. The County shall to the extent authorized under the Constitution and laws of the State of Texas, hold UT and System, their Regents, officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of activities to be carried out pursuant to the obligations of the Agreement, including but not limited to the use by the County of the results obtained from the activities performed by UT and System harmless from any claims, demands, or causes of action or incident to, or resulting directly or indirectly from:

a. the negligent failure of UT to substantially comply with any applicable FDA or other governmental requirements; or

b. the negligence, whether sole, joint, concurring, or otherwise, or willful malfeasance of any Regent, officer, agent or employee of UT or System.

D. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.

E. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the Director or Associate Director, Office of Sponsored Projects, and the governing body of County.

F. Entire Agreement. This Agreement constitutes the entire agreement between County and UT. No other agreement, statement or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.

G. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three (3) days after deposit in the U.S. Mail in case of mailing.

The address of the County for all purposes shall be:

Marilynn Kindell
Director, Community Development
301 Jackson, 6th Floor
Richmond, Texas 77469

The address of UT for administration of the work program described under this Agreement and for all notices hereunder shall be:

Michael Holleran, Ph.D.
Center for Sustainable Development
School of Architecture
The University of Texas at Austin
310 Inner Campus Drive Stop B7500
Austin, Texas 78712-1009

H. Publicity. Neither party shall make references to the other in a press release or any other written statement in connection with work performed under this Agreement, if it is intended for the use in the public media, except as required by the Texas Public Information Act (or other law or regulation), or as agreed in advance by UT and County.


I. UT, however, shall have the right to acknowledge County's support of investigation under this Agreement in scientific or academic publication and scientific or academic communications, without County's prior approval of any such statements; provided that scope and nature of the parties respective participation shall be described accurately and appropriately.

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VI. EXECUTION

WHEREFORE, premises considered, this Interlocal Agreement is executed to be effective on the date the last party signs.

THE UNIVERSITY OF TEXAS AT AUSTIN



David Hawkins, Associate Director, Office of Sponsored Projects

Date: 8.23.2012

FORT BEND COUNTY, TEXAS

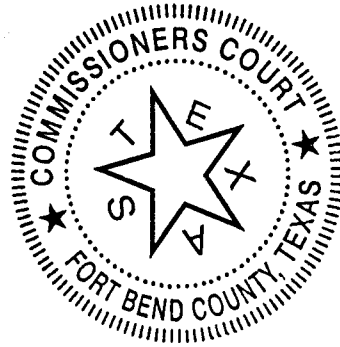


Robert E. Hebert, County Judge

Date: August 28, 2012


Attest: 

Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$74,945.00 to accomplish and pay the obligation of the Fort Bend County under this contract.



Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Proposal
- Exhibit B: Project Budget
- Exhibit C: Community Development Block Grant Program Requirements

EXHIBIT A
PROPOSAL TO LEAD A FIFTH STREET NEIGHBORHOOD PLANNING PROCESS

PROJECT NARRATIVE

The Fifth Street area is a community in need of revitalization. Located within a growing suburban area near Houston, Texas, Fifth Street is an unincorporated area that has not prospered as surrounding areas have.

The community, once home to self-reliant former slaves, business owners, musicians, activists, and sharecroppers, was, at one time, a shining example of a sustainable African American and later immigrant community based on family, faith, and entrepreneurship. These aspects of the community's heritage are tremendous assets upon which the Fifth Street neighborhood can plan and build its future.

In recent years, Fort Bend County has invested in infrastructure and community resources to improve Fifth Street's predominately low-income residents' quality of life. However, a more cohesive strategy is required to attract amenities, improve access to affordable housing, preserve the community's unique character and heritage, unknown to most of the County, and revive a once sustainable community.

The University of Texas at Austin (UT) through its Center for Sustainable Development (CSD) is uniquely qualified to assist the County with development of a Fifth Street Neighborhood Plan to address such challenges and enable the county to manifest the potential of this historic area. **Fort Bend County will contract with UT for project management, planning, assessment, community engagement, and research services to support the Fifth Street Plan process.**

PROJECT GOALS AND OBJECTIVES

Project Goal

The goal of the planning process is to develop a neighborhood vision that highlights the community's unique character, builds the capacity of residents to improve their neighborhood, and raises the development community's awareness of the Fifth Street area's strengths and opportunities.

Project Objectives

The planning process will yield a series of documents and engagement events. However, the primary goals are to develop community identity and attract private investment that increases access to affordable housing stock and amenities.

UT will assist the County with achieving these goals by completing the following objectives:

- **Engage in historical research and rediscover cultural assets to develop a community identity and promote the area.** UT will perform research of the area's cultural assets and history. The neighborhood's unique character and history will be used to help attract developers and enable residents to help shape the community's identity.
- **Guide the Fifth Street community through a planning and engagement process.** Engagement is an essential component of the planning process and enabling developers to understand the value of investing in Fifth Street. UT will lead a charrette, solicit feedback through public forums and bring development community representatives together with stakeholders and residents to develop a vision for Fifth Street. The planning process will enable the County to cultivate internal and external social capital and create stronger relationships between the residents and regional resources and opportunities.

- **Identify public and private resources that can facilitate development and increase the availability of quality affordable housing in community.** Create a space for housing and commercial developers to help Fifth Street residents manifest their community vision.
- **Prepare materials and events that can attract developers and retain businesses committed to helping the community increase the availability of amenities and public spaces.** Perform research and provide opportunities for the community to explore new ways to attract and retain amenities and small businesses.

PROJECT APPROACH

UT proposes a multiphase planning process to support Fort Bend County's efforts to enhance the quality of life of residents and attract private development to the Fifth Street area. The goal of this project is to develop a vision and plan for Fifth Street that highlights the community's character, builds the capacity of residents to improve their neighborhood, and raises the development community's awareness of the area's assets.

UT supports an approach to planning and redevelopment that places the Fifth Street community's needs and vision at the center of the process. Such an approach requires that the UT Project Team collaborate with the County to develop an engagement plan during Phase I. The selected engagement strategies will help increase the flow of information to and from the residents to government, public agencies, and non-profits as it relates to the community planning process and facilitate involvement in a charrette, focus groups, and the final Developers' symposium. The UT project team will also continuously identify community leaders to participate in information gathering and engagement planning activities. Prospective community engagement milestones are distributed across all project phases in the "Deliverables, Activities & Project Timeline" section.

Faculty and students at UT have successfully produced research, plans, and design/build projects reflecting a commitment to economic, social, and environmental sustainability in planning and architecture. Courses and research projects are frequently designed with community clients in mind. In such courses, students provide products often used to inform elected officials' decision-making or to solve pressing public problems such as making affordable housing more accessible. When applicable, faculty and student perform research to help identify solutions and opportunities. Some of these tasks will be accomplished in conjunction with subcontractor organizations such as the Austin Community Design & Development Center, who will support the charette and developers symposium.

The UT Project Team for this planning process brings a wealth and academic and professional experience in architecture, community development, public finance, economic development, affordable housing, and real estate development to the Fifth Street Community. The project manager will coordinate the project team's activities, facilitate the planning process, communicate research findings to the community, and refine the results for presentations to developers. Faculty will provide expertise in the areas of community development, affordable housing, historic preservation, sustainable development, architecture, survey and assessment approaches. The graduate research assistant will perform data analysis, comparability studies, research, and participate in community engagement activities.

DELIVERABLES, ACTIVITIES & PROJECT TIMELINE

The UT Project Team activities for the Fifth Street Neighborhood Planning Process will be

- Completing an action plan,
- Gathering data and community input to assess current conditions and community priorities,
- Performing housing and business opportunity research and analysis, and

- Coordinating community engagement activities, which include a community forum, a charette, and a developers' symposium.

UT project team deliverables are the action plan, final research findings, charette results, and the Developers' Tool Kit.

The UT project team will lead and coordinate the following activities and provide the associated deliverables during three phases over an 18-month period.

PHASE 1 (9/1/2012 - 2/01/2013):

- I. **Create an 18-month action plan for the whole project. Form a planning advisory committee. Kick off planning process. (September - December 2012)**
 - **Complete Action Plan for Entire Process.** The Phase I deliverable will be an Action Plan, including a plan for community engagement and discussion of roles and responsibilities. The project manager will convene the UT project team members and County representatives to develop a detailed plan of action for the 18 months following commencement of the contract. During this period, the County will be asked to help the UT Project Team perform an environmental scan of social service, nonprofit, development, and housing resources.
 - **Build and convene Fifth Street Planning Advisory Committee (FSPAC).** The FSPAC will be an advisory group essential to maintaining communication between the community and the UT Project Team. The UT Project Team, with input from the County, will develop a list of residents and community members who will receive invitations to be members of the a Fifth Street Planning Advisory Committee (FSPAC). Throughout the planning process, members of the FSPAC will provide feedback and suggest engagement approaches. They will also help identify other community leaders among residents.
 - **Introduce or "Kick Off" the Planning Process to Area Residents.** The UT Project Team and County will jointly plan the manner in which the planning process will be announced and how ongoing feedback and comments will be managed.

- II. **Prepare and conduct community survey to establish community priorities. Engage local stakeholders and build community capacity through train-the-trainer survey initiative. (September 2012 –February 2013)**
 - **Convene the FSPAC to help plan train-the- trainer survey initiative.**
 - **Conduct train-the-trainer event for community surveyors at local churches and nonprofits using "survey in a box."** The survey in the box contains the materials necessary for residents to survey residents in nearby houses of worship or community events. The UT Project Team will train FSPAC members to train other community leaders and volunteers using survey cards.
 - **Organize survey results, gather demographic, and social service data.** The UT Project Team will organize and analyze the survey results and demographic data to provide a preliminary assessment of residents' current perspective and vision for their community. The UT Project Team will also integrate information about local resources as well as crime incidences, housing standards, income mix, and age.

Budget Total Phase I: \$31,672

PHASE 2 (3/1/2013 - 9/1/2013): Perform housing and business opportunity analysis and research. Research cultural assets. Gather and integrate feedback from community stakeholders and residents into UT research and analysis.

I. Housing and Business Opportunity Analysis (February 2013 - September 2013)

Building on initial findings from the survey and data analysis in Phase I, the UT team will produce a comparability analysis of housing, social service needs, and the business opportunities in the study area. Among the data elements the report will analyze are:

- The number of renters and owners, housing quality and types, housing and commercial market rates, and recommendations for the optimal housing mix for the area.
- Amenities, social service needs, and business opportunities possible for the area.
- Existing resources and the financial feasibility of community's stated needs.
- UT will also research and recommend economic and community development tools or incentives to attract private investment.

II. Complete Cultural Assets Research. (February 2013 – September 2013)

The community context statement will serve as a component of the final Developers Toolbox, and will help residents establish their community identity based on historical and cultural information about the area. The UT will:

- Research physical and intangible community and cultural assets.
- Synthesize findings into a Community Cultural Context Statement for inclusion in final charette and Developers' Tool Kit.

III. UT Project Team and FSPAC Plan and facilitate a public forum to discuss Phase 1 and 2 activities and analysis. (July 2013 - September 2013)

The UT project team, FSPAC, and the County, will plan and prepare materials for a public forum. These meetings will be opportunities to receive feedback and comments on study results and solicit community ideas, and UT will actively work to involve a wide range of stakeholders, including youth and older residents in the public forums. The UT project team will present the survey results and analysis conducted to date along with the cultural assets research.

Budget Total Phase 2: \$38,931

PHASE 3 (10/1/2013 – 2/28/14):

- During Phase 3, the UT Project Team will use feedback obtained during Phases 1 and 2 to hold a community charette and visioning event followed by a developers' symposium highlighting planning process results and developer opportunities. These events enable residents to connect study results to a tangible vision and plan for their community.

This component of the project will be conducted with the aid of subcontractor, Austin Community Design & Development Center.

I. Plan and Host Community Charrette and Visioning Event. (September 2013 – December 2013)

- Present summary of community vision, priorities, opportunities, and constraints.
- Solicit and integrate community feedback into reports and presentations.
- Make design and planning professionals' expertise available to residents and the FSPAC.

II. Prepare Fifth Street Developers' Tool Box. (October 2013 – January 2014)

The UT project team will develop a Developers' Tool Box containing survey findings, housing and business opportunities analysis, the Community Cultural Assets Statement, and input collected during the community charette. The Developers' Toolbox will provide Symposium attendees with a comprehensive picture of the community's vision and highlight the Fifth Street area's demand and opportunities for developers, making the case for reinvestment in the area.

III. Plan and Facilitate Developer's Symposium. (December 2013-February 2014)

The purpose of the Developers' Symposium that follows is to make available, to prospective developers and business leaders, the Developers' Toolbox for Fifth Street Development. Invitees will include local CDCs, developers, and housing organizations that the UT Project Team identified in its Phase 1 environmental scan of community assets as well as those recommended by the FSPAC and ACDDC. The UT project team will:

- Secure a location and plan the event
- Invite area CDCs and nonprofit developers
- Prepare and present the community planning process and charrette results
- Present on report findings
- Act as symposium facilitators
- Invite best practice developers to make a presentation and hold Q and A with developers

The County will be responsible for determining the final incentives available to developers, as well as information about a special purpose district for the area if applicable.

Budget Total Phase 3: \$24,343

COUNTY ROLE

The success of this project is contingent upon effective communication and coordination. While specific responsibilities and roles will be discussed during the development of the project Action Plan, in during Phase 1, the County will be asked to

- Nominate members for and maintain communication with a local planning advisory committee.
- Generate list of contacts of community leaders, developers or organizations that should be included among stakeholders in the planning process.
- Provide workspace while in the Fifth Street area for the UT research team.

Throughout all Phases, the UT Project Team requests that the County

- Recommend and assist in reserving venues as applicable for meetings and events.
- Provide access to County data and other reports about area conditions (environmental, social service).
- Provide a County representative at events as needed.

UT PROJECT TEAM BIOS AND PROJECT ROLES

Andrea Roberts, Project Manager, is a doctoral student in the Community and Regional Planning Program at UT. Her research focuses cultural sustainability, community resilience, economic development, and social equity. A Fellow of the Sustainable Cities Initiative, she is also a UT Diversity Recruitment Fellow, and a member of the Austin Historical Survey Wiki project team. She brings to the project more than 11 years of experience working in economic development, public finance, housing, and community development. She has served as a Deputy Budget Director in Philadelphia, provided

strategic consulting services to distressed cities. Most recently, she engaged in financial oversight of the City of Houston's tax increment zones and led the City's annual Community Development Block Grant Planning processes. A Fort Bend County native, Andrea holds a Masters in Governmental Administration and Public Finance from the University of Pennsylvania and a Bachelor of Arts in Political Science from Vassar College. As Project Manager, she will develop the process action plan, serve as a liaison between the County and UT, plan and facilitate community engagement, allocate UT Project Team resources, perform analysis and research, and facilitate completion of project deliverables.

Michael Holleran directs the Graduate Program in Historic Preservation Program at UT-Austin's School of Architecture. He previously served as Associate Dean of Architecture and Planning at the University of Colorado, where he also chaired the Boulder Landmarks Board. He earned his Masters of City Planning and PhD at MIT. He practiced for twelve years as a partner in Everett Clarke-Holleran Associates, a planning, architecture, and landscape architecture firm in Providence, Rhode Island. As the Principal Investigator, Holleran will be responsible for monitoring the project manager's project and providing technical assistance for the cultural asset and preservation related survey work in the project.

Elizabeth Mueller is Associate Professor and Graduate Adviser in UT-Austin's Community and Regional Planning Program. She was previously Senior Researcher at the Community Development Research Center and Assistant Professor of Urban Policy at the New School for Social Research. Recent work includes a review of conflicts between planning goals and preservation of low-income communities and development of Housing Report Cards for Texas cities. She was co-author of the 1999 report *Through the Roof: A Report on Affordable Homes*, on the barriers to affordable housing in Austin. She also co-authored the 1997 monograph *From Neighborhood to Community: Evidence on the Social Effects of Community Development* (NY: New School), a study of residents' views of the work of community development corporations. Her students' class project report *Creating Inclusive Corridors* won the 2012 Dr. Kent Butler Student Project Award from the Central Texas APA. She earned her Masters and Ph.D. in City Planning at the University of California, Berkeley. She will provide technical assistance related to community based research practice, community development strategy and assessment, and affordable housing policy.

Andres Galindo Gimón is a Masters of Community and Regional Planning student at the UT at Austin. He holds a Bachelor of Architecture from the Universidad Simon Bolivar in Caracas, Venezuela. He currently works as a market analyst for Apartment Realty Advisor. He has an extensive background in architecture instruction, real estate development and affordable housing in Venezuela and the United States. In this project, he will provide translation and community engagement support with Spanish speakers and perform business opportunity and housing market analysis.

Austin Community Design and Development Center (ACDDC) is a 501(c) 3 non-profit whose mission is to improve the quality of life for all by providing sustainable design, planning, and development services to low and moderate-income individuals, families, and neighborhoods. Since the organization's founding in 2006, ACDDC has partnered with local non-profits, governmental agencies, local and national foundations, and UT to provide sustainability consulting, project management, community/stakeholder input facilitation, grant writing, project programming, and architectural services. The organization's breadth of experience includes single-family residential, multi-family residential, educational institutions, green technology implementation and policy creation, and community development. The organization will facilitate and develop materials for the charette and developers' symposium.

EXHIBIT B
BUDGET SUMMARY

PERSONNEL	
Graduate Research Assistant	11,827
Support Staff - Graduate Research	20,011
Faculty	8,969
Fringe (@30%)	12,242
Personnel Subtotal	53,050
TUTION REMISSION	9,000
TRAVEL	
Transportation	
Travel - Austin to Stafford, Texas, Mileage for round trips to conduct interviews, research, surveys, and engagement with stakeholders	1,832
Survey and Interview Travel while in Stafford, Texas	300
Lodging	
Accommodation and Per Diem (Subsistence)	6,630
Travel Subtotal	8,761
SUPPLIES AND EXPENSES	
Community Meetings/Workshops (food, drinks, materials)	1,500
Computer Software, USB, Media Cards, or Data	750
Interview Equipment	150
Photography, GPS, and Image Production	750
Printing Reports, Surveys, Outreach Materials	1,450
Supplies and Expenses Subtotal	4,600
SUBCONTRACTS	
Austin Community Design and Development Center	7,150
Subtotal	82,561
Indirect costs	12,384
TOTAL COST	94,945

EXHIBIT C

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM REQUIREMENTS

I.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor 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 Contractor receives Federal financial assistance. The Contractor 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 owner, 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 Contractor will further comply with federal regulations, 24 CFR Part 1, which implement the act.

II.

FAIR HOUSING REQUIREMENTS

The Contractor 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 CDBG funds.

III.

EXECUTIVE ORDER 11063

The Contractor shall comply with Executive Order 11063 as amended by Executive Order 12259 and as contained in 24 CFR Part 107. Contractor 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 Contractor 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 CDBG funds.

V.

EXECUTIVE ORDER 11246

The Contractor 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.

Contractor agrees that contractors and subcontractors 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 Contractor 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 Contractor agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

VII.

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

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

- A. The Contractor 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 that are located in or owned in substantial part by persons residing in the County.
- B. The Contractor shall include the phrase in paragraph A in all contracts for work in connection with this project.

VIII.

LEAD-BASED PAINT

The Contractor 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 Contractor 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 Contractor 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-128²(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. In accordance with 24 CFR Part 570.611, no persons described in paragraph C who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to CDBG 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, Contractor, and of any designated public agency, or subrecipient under 24 CFR Section 570.20 which receives funds under the CDBG grant agreement with HUD.

XII.

ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

The Contractor 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 Grantee shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulation.

XIII.

ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

The Contractor 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 Contractor 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 Grantee shall provide the Contractor 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 Contractor shall comply with Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

Certification for Contracts, Grants, Loans and Cooperative Agreements

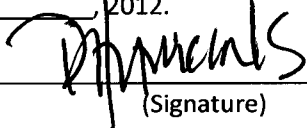
The undersigned certifies, to the best of his or her knowledge and belief that:

(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 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is 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 for 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.

Executed this 23rd date of August 2012.
By 
(Signature)
DAVID HAWKINS
(Typed or printed name)
ASSOCIATE DIRECTOR, DSP
(Title, if any)

Covered Action: COMMUNITY DEVELOPMENT BLOCK GRANT
(Type and identity of program, project or activity)