

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, the City of Arcola, Texas, (hereinafter "City"), a municipal corporation of the State of Texas principally situated in Fort Bend County, Texas, and Roberta F. Burroughs & Associates (hereinafter "Consultant"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, City is in desperate need of a water treatment plant without sufficient available funds to complete the construction of a plant; and

WHEREAS, County, as a Community Development Block Grant (hereinafter "CDBG") recipient, is eligible to apply for low cost financing under a Section 108 loan guarantee offered through the United States Department of Housing and Urban Development (hereinafter "HUD") to address the City's insufficient funding; and

WHEREAS, current or future CDBG allocations can be pledged to either repay or secure the Section 108 loan; and

WHEREAS, County and the City desire that Consultant assist the County in its submission of a Section 108 application to HUD in support of development of a water treatment plant for the City (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Consultant shall render Services to County as described in Exhibit A, attached hereto and incorporated herein for all purposes.

Section 2. Personnel

2.1 Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the County, upon request of the Director of County Community Development, shall immediately be removed from association with the County.

Section 3. Compensation and Payment

3.1 The compensation for the performance of Services within the Scope of Services described in Exhibit A is a total of forty-eight thousand dollars and no/100 (\$48,000.00) to be paid by the City. The parties agree that City is the sole party obligated to compensate Consultant for the performance of such Services, and County is not obligated to expend any of its funds to Consultant as compensation under this Agreement. In no case shall the amount paid by the City under this Agreement exceed the Maximum Compensation without an amendment.

3.2 All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County, one (1) electronic (pdf) and/or one (1) original copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the City for processing. City shall pay each such approved invoice within thirty (30) calendar days. City reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that City shall have available the total maximum sum of forty-eight thousand dollars and no/100 (\$48,000.00), specifically allocated to fully discharge any and all liabilities incurred under this Agreement.

4.2 Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that City may

become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed forty-eight thousand dollars and no/100 (\$48,000.00).

Section 5. Time of Performance

The time for performance of the Scope of Services by Consultant shall begin upon final execution of this Agreement and end no later than September 30, 2020. Consultant shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by execution of an amendment to this Agreement.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience – County may terminate this Agreement at any time upon thirty (30) days written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, City shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County and/or City. Consultant's final invoice for said services will be presented to and paid by City in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

10.1.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.4 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND CITY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential. Any and all information of any form obtained by Consultant or its employees or agents in the performance of this Agreement shall be deemed to be confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.

12.2 Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services hereunder, and to advise each of its employees and agents of their obligations to

keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with County and City in seeking injunctive or other equitable relief in the name of County, City or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

12.3 Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County or City that is inadequately compensable in damages. Accordingly, County or City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and City and are reasonable in scope and content.

12.4 Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Consultant expressly acknowledges that County and City are subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County and City will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided in performance of Services under this Agreement by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 13. Independent Consultant

13.1 In the performance of work or services hereunder, Consultant shall be deemed an independent Consultant, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Consultant or, where permitted, of its subcontractors.

13.2 Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County or City and shall not be entitled to any of the privileges or benefits of County or City employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County:	Fort Bend County Community Development Attn: Director 301 Jackson Street Richmond, Texas 77469
With a copy to:	Fort Bend County Attn: County Judge 401 Jackson Street, 1 st Floor Richmond, Texas 77469
City:	City of Arcola, Texas Attn: Mayor 13222 State Highway 6 Arcola, Texas 77583
Consultant:	Roberta F. Burroughs & Associates 6161 Savoy Drive, Suite 1025 Houston, Texas 77274

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Representation

16.1 Consultant represents that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the local professional standard of care.

16.2 Consultant represents that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's or City's sovereign immunity.

Section 19. Successors and Assigns

County, City and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County and City, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

Section 25. Certain State Law Requirements for Contracts

25.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

25.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

ROBERTA F. BURROUGHS & ASSOCIATES

KP George
KP George, County Judge

Robert F. Burroughs
Authorized Agent - Signature

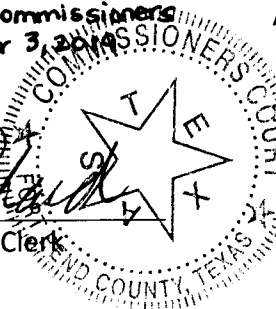
9.11.19
Date Approved By Commissioners
Court September 3, 2019

Roberta F. Burroughs
Authorized Agent - Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk

President & CEO
Title
9/10/2019
Date



CITY OF ARCOLA, TEXAS

Fred A. Burton
Fred A. Burton, Mayor

9-10-19
Date

ATTEST:

Gwendolyn Tealer
Gwendolyn Tealer, City Administrator

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EXHIBIT A

**PROPOSAL FOR SECTION 108 PRE-SUBMISSION AND APPLICATION SUBMISSION
FORT BEND COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT**

INTRODUCTION

The City of Arcola is in Fort Bend County, Texas and is home to 1,642 persons. The city is without a water treatment plant, leading to undesirable outcomes. Available funding is insufficient to complete the construction of a plant. A Section 108 loan guarantee can provide low-cost financing to address the gap in funding. Section 108 loan guarantee applications are submitted by CDBG recipients (*aka* "grantees") to the U. S. Department of Housing and Urban Development (HUD).

As a CDBG grantee, Fort Bend County can seek a Section 108 loan guarantee to finance revitalization projects, including economic development, housing rehabilitation, public facilities, and other physical development projects. Upon HUD's approval, a guaranteed loan can be used by the recipient for an approved project or re-lent to a third-party borrower.

Current or future CDBG allocations are pledged to either repay the loan or secure it. In addition, the borrower may be required to pledge additional security to the loan. Additional security may include property liens or other collateral.

The Fort Bend County Community Development Department is proposing to submit a Section 108 application to HUD in support of development of a water treatment plant for Arcola (the "project"). A team led by Roberta F. Burroughs & Associates (RFB&A), a 30-year old Houston-based urban planning consulting firm is proposing to prepare the required pre-submission application, facilitate required a citizen participation process, and finalize the application subsequent to HUD's review.

SCOPE OF SERVICES

In April 2019, HUD published a tool that contains instructions for preparing a Section 108 Loan Guarantee application. The completion of the tool will require collaboration among the RFB&A team, the water treatment plant developer, the City of Arcola, the Fort Bend County Community Development Department, HUD, and potentially others. Communications with HUD will be initiated by the Fort Bend County Community Development Department.

Exhibit A contains a task-by-task description of services. The work described in **Exhibit A** will be performed over a period not to exceed twelve months.

FEE PROPOSAL

The proposed fee for the RFB&A team's services is \$48,000. Any work that the client requires that is not described in this proposal shall be considered "extra work" and shall be billed at the hourly rate of each engaged RFB&A team member.

**EXHIBIT A
SCOPE OF SERVICES**

The services described below are aligned with the activities required by the U. S. Department of Housing and Urban Development, as per the application tool published in April 2019. A successful application process will require the participation of the Fort Bend County Community Development Department, since this entity is the CDBG grantee. Thus, it is hoped that the department will appoint a Section 108 "point person" who will attend meetings related to the project, initiate communications with HUD, and otherwise serve as liaison to the RFB&A team for the duration of the application process.

Lastly, HUD requires that the final application be included in Fort Bend County's Consolidated Plan, so designating a Fort Bend County Community Development Department liaison to the application process will expedite the satisfaction of that requirement.

**Task 1
Project Kick-Off Meeting**

The RFB&A team will facilitate a meeting with Fort Bend County Community Development Department staff, City of Arcola staff, HUD and other key actors, to discuss the proposed project in depth.

**Task 2
Prepare the narrative that discusses the proposed activities in the context of the Fort Bend County Community Development Department's community development objectives as included in its HUD Consolidated Plan.**

The RFB&A team will prepare this section of the application, pursuant to consultation with Fort Bend County CDBG staff.

**Task 3
Specify the Requested Amount of Section 108 Assistance (in increments of \$1,000).**

The RFB&A team will prepare this section of the application, pursuant to consultation with the developer and Fort Bend County Community Development Department staff, and other appropriate parties.

Task 4

Prepare and Execute Specific Section 108 Certifications and Supporting Documents.

Fort Bend County Community Development Department staff will prepare and execute certifications and supporting documents, a list of which HUD provides as part of the application tool. (HUD indicates that it can provide templates for these documents.)

Task 5

Prepare and Execute Other CDBG Certifications (comparable to what the public entity already uses for CDBG Program

The RFB&A team will prepare, and the Fort Bend County Community Development Department will execute, the following certifications and supporting documents:

- Certifications regarding citizen participation specific to Section 108 application:
- Certification that grantee has furnished citizens with information required by 24 CFR 570.704(a)(2)(i)
- Certification that grantee has held at least one public hearing
- Certification that grantee has prepared its application in accordance with requirements at 24 CFR 570.704(a)(1)(iv) and made application available to public
- Certification that grantee is following a detailed citizen participation plan meeting requirements at 24 CFR 570.704(a)(2)
- All other general certifications comparable to what grantee already uses for CDBG Program as listed under 24 CFR 570.704(b)

The Fort Bend County Community Development Department (“grantee”) will provide a copy of its citizen participation plan to the RFB&A team for review, to enable the team to ensure compliance with the guidance contained therein.

Task 6

Prepare project information narrative.

The RFB&A team will prepare the following:

- Detailed description of the project, with relevant information to support the project need
- Estimated timeline for project and project construction schedule
- Necessary timeline for HUD guaranteed financing and/or expected closing date of local loan
- Information on when environmental review process will occur

The RFB&A team shall meet with the developer, Fort Bend County CDBG staff, City of Arcola officials, and other key actors, individually and collectively, as appropriate, to collaborate in the development of this information and data.

Task 7

Identify the Form of Assistance Being Requested

The RFB&A team will convene a meeting with key actors to determine how assistance will be provided, e.g. loan, grant, guarantee.

Task 8

Describe organizational arrangements

The RFB&A team will prepare a narrative that identifies the entities carrying out the project. This will likely require two or more meetings with key actors to obtain the necessary information.

Task 9

Prepare Information for Financial Underwriting

The developer will provide the RFB&A team with the following documents for inclusion in the application:

- Sources and uses statement for the project
 - Should cover total project development cost
 - Identify specific uses of Section 108 funds
 - Section 108 financing fee should be accounted for as a use of funds o Information on other proposed and committed sources of project financing
- Information on estimated revenue and operating expenses (for a real estate project, a pro forma)
- Identification of repayment source(s) for Section 108 loan (e.g., project revenue, grant funds, other source)
- Proposed Section 108 principal-only repayment schedule (Max of 20 years; each year in \$1000 increments)
- Proposed collateral for the Section 108 guaranteed financing (in addition to pledged CDBG funds)

The team will attend up to three meetings with the developer and other key actors to discuss the financial underwriting documents. Prior to these meetings, the Fort Bend County Community Development will reach out to HUD to determine whether they have a preferred format for the required data or sample templates.

Task 10

Prepare Information for Program Requirements

The RFB&A team will: (1) identify eligible Section 108 activity categories and associated citations to 24 CFR 570.703 for components of the project; (2) provide a description of CDBG national objective(s) that the project(s)/project components will meet and associated citations to 24 CFR 570.208; and (3) provide a description of how the project meets the individual public benefit standard cited in 24 CFR 570.209(b)(3)-(4).

(HUD indicates that it can assist with the identification of this information.)

Task 11

Compile draft application.

The RFB&A team shall bundle the sheets that comprise the draft application for transmittal to the HUD field office and headquarters by the Fort Bend County Community Development Department.

Task 12

Advertise availability of draft application and solicit public input as required by the Fort Bend County CDBG Citizen Participation Plan.

The RFB&A team will prepare a notice advertising the availability of the draft application for public review.

The Fort Bend County Community Development Department will pay for placement of the notice in the appropriate print media outlet(s), make the draft application available electronically, and place hard copies in the public library.

HUD requires that at least one public hearing be convened in conjunction with the project that the application addresses. The RFB&A team will prepare a public notice, convene a public hearing, and document hearing proceedings. Fort Bend County Community Development will review the notice and pay to have it published in the appropriate print media outlet(s).

Task 13

As necessary, the RFB&A team will revise the application subsequent to HUD review. The Fort Bend County Community Development Department will transmit the revised application to HUD.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Robrta F. Burroughs & Associates
Houston, TX United States

Certificate Number:
2019-534896

Date Filed:
08/29/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:
09/11/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFBA
Application Assistance

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the ____ day of _____, 20 ____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)