

CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, **Christie Wooten**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 12th day of June, 2013.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 13-171557M

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SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

#12,881(1)

CERTIFICATE of COURSE COMPLETION

Public Information Act

I, **Christie Wooten**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 13th day of June, 2013.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

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Certificate No.: 13-171589P

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SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

12,881(2)

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

CERTIFICATE of COURSE COMPLETION

The
Paternity Opportunity Program
hereby certifies that
Christie Wooten
of
Hunt County Clerk's Office
has completed training on
Acknowledgment of Paternity
on this day,
August 15, 2013.

12,881(3)

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SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

Alicia Key
Alicia G. Key
Director of Child Support Division

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

CERTIFICATE of COURSE COMPLETION

The
Paternity Opportunity Program

hereby certifies that

Gloria Hinojos

of

Hunt County Clerk's Office

has completed training on

Acknowledgment of Paternity

on this day,

August 15, 2013.

12,881 (4)

FILED FOR RECORD
at 2:32 o'clock P M

SEP 24 2013

JENNIFER LINDENZWEIG
Court Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

Alicia Key
Alicia G. Key
Director of Child Support Division



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

CERTIFICATE of COURSE COMPLETION

The
Paternity Opportunity Program

hereby certifies that

Sheila Marshall

of

Hunt County Clerk's Office

has completed training on
Acknowledgment of Paternity

on this day,
August 23, 2013.

#12,881(5)

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SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

Alicia Key

Alicia G. Key

Director of Child Support Division

#12,881(4)



CourtReporterCEU.com
3828 Fourth Avenue South, Suite 1
Seattle, Washington 98134
Phone: (206)284-7492
Email: Certification@CourtReporterCEU.com

CONTINUING EDUCATION CERTIFICATE

cperrycsr@hotmail.com
Cher Perry
3905 Mediterranean
St Rockwall, TX 75087

This verifies that the following CEU Lessons have been completed:

Receipt Total: \$100.00

- | | | | |
|----------|--|----------------------------|----------------|
| 9/3/2013 | #33 Realtime in the Courtroom (includes Captioning and Cart)
Differentiates between realtime, captioning and CART, their respective uses, professional ethics, and terminology related to the fields. | NCRA# PQ-CRCEU-RIC082911 | 0.25 NCRA CEUs |
| 9/3/2013 | #38 Swindles, Confidence Tricks, Cons and Scams
Outlines types of scams, provides details and terminology related to each one. | NCRA# PQ-CRCEU-SCTCS030812 | 0.25 NCRA CEUs |

Lessons may be submitted to the National Court Reporters Association using the listed NCRA PQ number. These lessons are approved by the National Verbatim Reporters Association. They are approved by the Washington Freelance Shorthand Reporters Association and are valid in Washington.

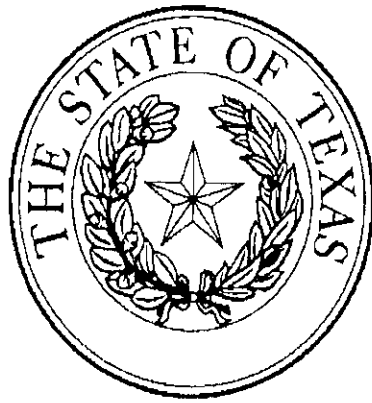
Joyce O. Spencer, CSR
President
CourtReporterCEU.com

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SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, King County, WA
By *[Signature]*

MC

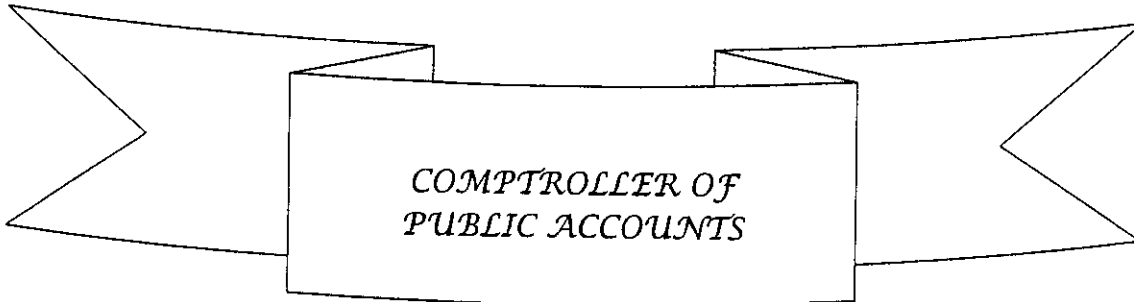


#12,881(7)

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SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*



COMPTROLLER OF
PUBLIC ACCOUNTS

Certificate of Completion to certify that

Cheryl Blue

has successfully completed training in
STATE OF TEXAS
*ADVANCED PUBLIC PURCHASING (APP)-
DALLAS*
16 Credit Hours

Held on
AUGUST 21-22, 2013

Bill Agee
Instructor

#12,882

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at 2:30 o'clock P M

PROCLAMATION

SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

DOMESTIC VIOLENCE AWARENESS MONTH AND UNITY DAY 2013

WHEREAS, domestic violence is a great evil and an offense against human dignity, and where it occurs, homes are transformed into places of danger and despair; and,

WHEREAS, domestic violence is a pattern of coercion and control in an intimate relationship where on person uses violence to gain power and control over their partner; and,

WHEREAS, domestic violence includes not only physical abuse, but also mental abuse, emotional abuse, financial abuse, isolation, and sexual violence; and,

WHEREAS, people of all ages and in all stages of their lives are victims of domestic violence, and the Hunt County Sheriff's Office, and the Hunt County District Court's and County Attorney's Offices continue to work with agencies such as Women in Need, CASA, and Child Protective Services, so that victims may get the help and care they need; and,

WHEREAS, despite our best efforts many lives are lost to this tragedy of the American home; and,

WHEREAS, by working together we continue to build a society that respects the life and dignity of every person, offering relief from abuse, bringing hope and healing to those affected, and punishing the perpetrators of this heinous crime; and,

NOW, THEREFORE, BE IT PROCLAIMED that October 1st, 2013, be declared A Day of Unity in Hunt County, Texas, to remember and honor the lives of those lost to domestic violence, and be it further declared that the month of October, 2013, be Domestic Violence Awareness Month in Hunt County.

In official witness whereof this 24th day of September, 2013.

[Signature]
Judge John L. Horn

[Signature]
Commissioner Evans

[Signature]
Commissioner Martin

[Signature]
Commissioner Atkins



[Signature]
Commissioner Latham

PROCLAMATION

#12,883

TEXAS EXTENSION EDUCATION ASSOCIATION

WHEREAS: The family is the core of society; and the well being of the family and community is dependent upon development of an appropriate value system; and

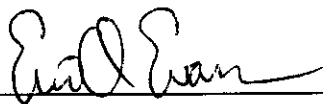
WHEREAS: Texas Extension Education Association members are committed to the preservation of the home and family through continuing education programs and leadership development; and

WHEREAS: Texas Extension Education Association members continue in an education program in cooperation with Texas A&M AgriLife Extension Service in making significant contributions to family and community living; and

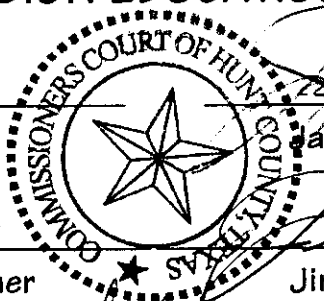
WHEREAS: We recognize this great undertaking;

NOW, THEREFORE, WE, the Commissioners Court of Hunt County, DO HEREBY PROCLAIM the first week in October, the 6th through the 12th, 2013, as:

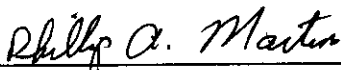
HUNT COUNTY EXTENSION EDUCATION ASSOCIATION WEEK




Eric Evans, Commissioner




Jay Atkins, Commissioner



Phillip A. Martin, Commissioner


Jim Latham, Commissioner

FILED FOR RECORD
at 2:30 o'clock

SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX


John Horn, County Judge



#12,884

TEXAS A&M UNIVERSITY
Cooperative Extension Program

TEXAS A&M
AGRI LIFE
EXTENSION

Proclamation

2013 National 4-H Week

FILED FOR RECORD
at 2:30 o'clock
SEP 24 2013
By Jennifer Lindenzweig
County Clerk, Hunt County, TX

WHEREAS, The Commissioners Court of Hunt County is proud to honor the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service for 106 years of providing experience-based education to youngsters throughout the Lone Star State; and

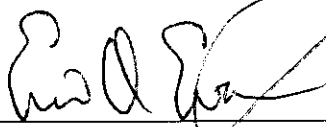
WHEREAS, This admirable program, which seeks to provide a learning experience for the whole child, including head, heart, hands, and health, helps young Texans to acquire knowledge, develop life skills, and form attitudes to enable them to become self-directed, productive, and contributing members of our society; and

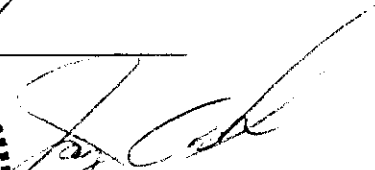
WHEREAS, Its more than 619,000 urban, suburban, and rural youth participants, ranging in age from eight to nineteen, hail from diverse ethnic and socioeconomic backgrounds and truly represent a cross-section of the state; and


WHEREAS, The program undoubtedly could not have achieved the success that it has today were it not for the service of its more than 56,000 volunteers, who have given generously of their time, talents, energies, and resources to the youth of Texas; and

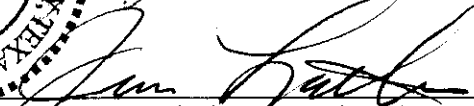
WHEREAS, Throughout its proud history, the 4-H program has developed positive role models for countless Texans and through its innovative and inspiring programs, continues to build character and to instill the values that have made our state strong and great; now, therefore, be it

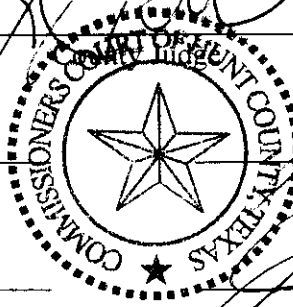
RESOLVED, That the Commissioners Court of Hunt County, hereby designates October 6-12, 2013 as National 4-H Week in Texas and commend the 4-H Youth Development Program of the Texas A&M AgriLife Extension Service and the many men and women who have made the program a success.


Commissioner Precinct 1


Commissioner Precinct 2


Commissioner Precinct 3


Commissioner Precinct 4



September 24, 2013
Date

#12,885

**INTERLOCAL AGREEMENT FOR
CONTRACTUAL OBLIGATIONS AND VOTING
EQUIPMENT AND SUPPLIES RECEIVED**

FILED FOR RECORD
at 2:30 o'clock P M

SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

This AGREEMENT is entered into and between Rockwall County, Texas, a political subdivision in the State of Texas and Hunt County, hereinafter referred to as the Recipient Agency.

PURPOSE: This Interlocal Agreement outlines the requirements for the transfer and use of property obtained by Rockwall County under a grant with the United States of America, represented by The Defense Human Resources Activity (DHRA). The executed grant number for this grant is H98210-13-BAA-0001.

DISCUSSION: Funding has been provided to purchase and implement a comprehensive, automated UOCAVA Voter Services and eBalloting system to be used by the Your Texas – Your Vote Consortium of Counties.

RESPONSIBILITIES: Hunt County County agrees to the following conditions:

DATA COLLECTION POINTS: The Recipient Agency shall prepare data collection point reports in accordance with FVAP reporting requirements by completing the attached Excel worksheet "Data Points Worksheet" which is due to Rockwall County 40 days after each election for federal office during the grant's term. Additional data collection may be required, but likely will be the responsibility of the vendor, Democracy Live. The term "election" is defined as (A) a Federal special, primary, or runoff election; (B) a primary election held for the selection of delegates to a national nominating convention of a political party; and (C) a primary election held for the expression of a preference for the nomination of individuals for election to the office of President. *Take note that some of the data points will have to be manually compiled.*

SPECIAL REPORTING REQUIREMENTS: The Recipient shall immediately notify Rockwall County of developments that have a significant impact on the award-supported activities. Also, notification shall be given in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

TERMS AND CONDITIONS: By entering into this Agreement, the Recipient Agency agrees to comply and cooperate with any monitoring procedures deemed appropriate by Rockwall County and the DHRA grants program for a period of five (5) years.

The Recipient further understands that if the necessary funds are not available to fund this agreement as a result of action by Congress, DHRA, or the Office of Management and Budgeting, all obligations on the part of Rockwall County shall terminate.

Contact information: Any notifications or other communications related to this Agreement shall be sent to the following contacts:

Rockwall County Recipient Agency

Glenda Denton
Rockwall County Elections Administrator
107 E. Kaufman St.
Rockwall, TX 75087

Hunt County Recipient Agency

Almina Cook
Hunt County Elections Administrator
2217A Washington
Greenville Tx 75401

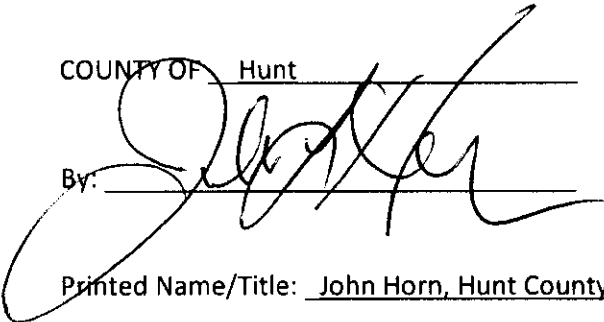
AUTHORITY: This Interlocal Agreement is created by the authority of Rockwall County and the Recipient Agency listed below.

ROCKWALL COUNTY

By: _____
Jerry Hogan, County Judge

Date: _____

COUNTY OF Hunt

By:  _____

Printed Name/Title: John Horn, Hunt County Judge

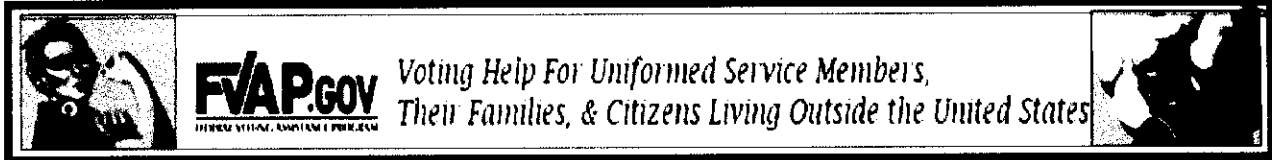
Date: September 24th, 2013

#12,885

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at 2:30 o'clock P M

SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex
By [Signature]



Texas Effective Absentee Systems for Elections (EASE) Grant

FULLY Funded by the Federal Voting Assistance Program (DoD)

Frequently Asked Questions (FAQ)

"Your Texas – Your Vote"

**Rockwall County and 49 Texas counties, partnered with
Democracy Live**

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“Your Texas – Your Vote” Grant Application

The goal of the grant application to the Federal Voting Assistance Program is to provide every military & overseas voter with the opportunity to receive their ballots with greater ease. The biggest problem regarding our military & overseas voters is the time it takes for them to receive their ballots, vote and returned their voted ballots back to the Elections office.

Rockwall County leads the *Your Texas – Your Vote*, which is the largest consortium of grant applicants in the United States to be awarded funding by FVAP.

Why should Texas Counties join this consortium?

- Compliance with the Federal MOVE Act which states that states must meet the 45 day round trip for each ballot to be returned by regular mail.
- LiveBallot provides a web-based on demand ballot delivery system that provides our military & overseas voters faster access to their ballots.
- LiveBallot is CURRENTLY the most widely used Sample Ballot partner in Texas.
- As a whole, the consortium shows the Federal Voting Assistance Program that Texas and counties in particular are serious about our Military & Overseas voters getting their chance to vote.

The grant will help the consortium of counties to use this grant to meet the goal of the grant and the MOVE Act.

This presentation addresses the FAQ about the “Your Texas – Your Vote” Consortium.

Question #1 – Political Party Support

Does this project have bi-partisan support?

Answer – Yes.

Both Republican and Democratic Parties support efforts to make the voting process easier for Military and Overseas Voters. These are sample responses provided by Rockwall County:

“As Chairman of the Rockwall County Republican Party, I support this initiative. It appears to me there are additional manual procedures that can be removed; however, this is a step in the right direction. Happy to support this....”

Tony Fisk
Chairman
Rockwall County Republican Party

“After reading more about the current voting process for the military I am in favor of applying for the grant which enables our military and overseas voters to receive a ballot on line.

I also spoke with a number of my Executive Committee who are also in favor of applying for the grant.

Thanks for the work you have done on this,”

Judith Matherne, County Chair
Rockwall Democratic Party

“We currently use an email program & to me, it makes it harder for the military & overseas voter to receive his ballot because he has to download attachments. In the new program, he does not.

Using our current system, many times, we received calls & emails from voters saying they cannot download the attachments, especially aboard ships. The new program, the voters just prints the documents because they are part of the program.

Also, there is no tracking system with the old plan. Neither the elections office or the voter can track the application or ballot. The new plan not only has a tracking plan, it will email the voter & let him know if his application is received, when the ballot was mailed out, when it was received back & will also let the voter know at the end of the year that his application is about to expire & to send a new one.

In my opinion, the new system provides better access, function & security for the voters."

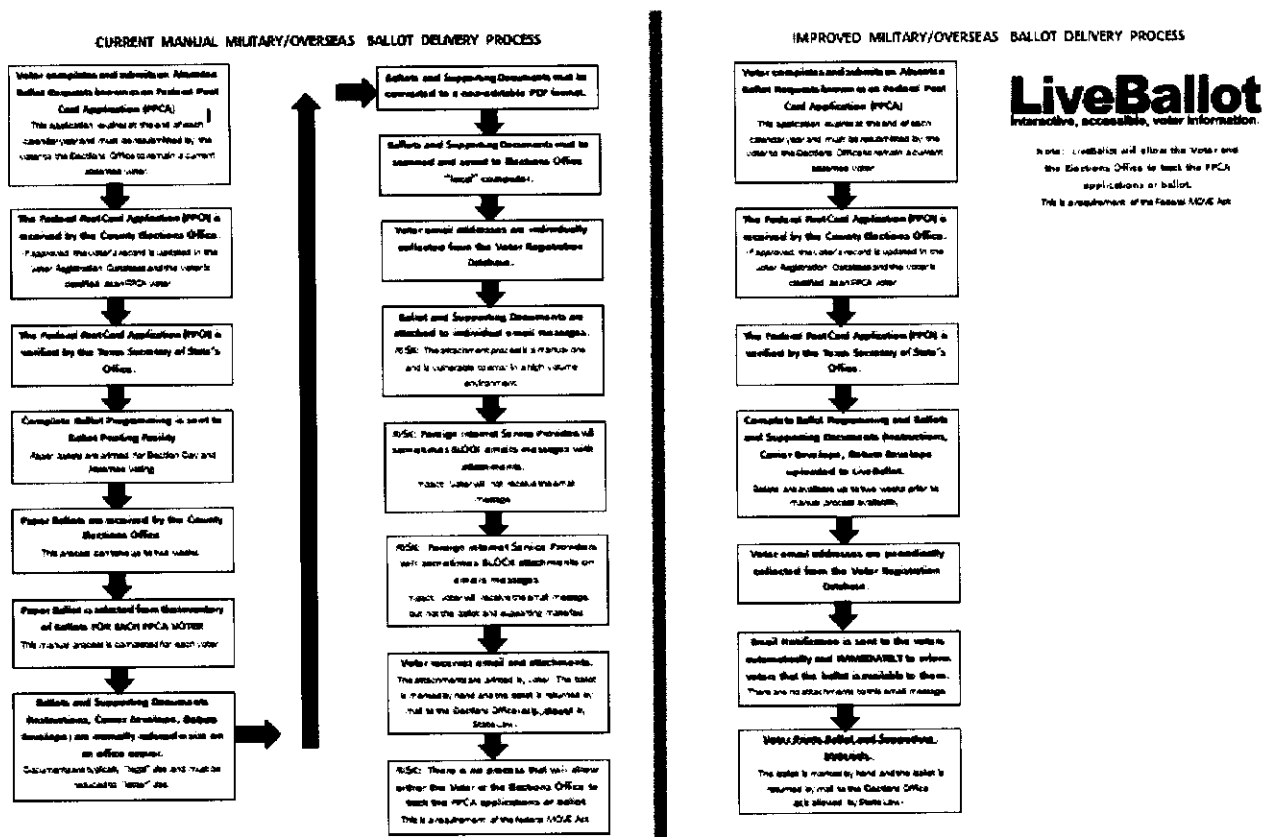
***Glenda Denton, CERA (Certified Elections/Registration Administrator)
Elections Administrator***

Question #3 (Workflow Illustrations)

What is the current process in the Elections Office for handling the military and overseas ballots and how will the new system make it easier for the voters to receive their ballots?

Answer

A flow chart is being included which show the current process and how the new improved process will work. (Full size documents on following pages):



Question #4 (Security)

What about security issues and how can we be sure that the voter's ballot is protected?

Answer

The "Your Texas – Your Vote" Consortium of Counties and Democracy Live are committed to making sure that the voter's ballot is received in a secure method. A description of the security measures to protect the ballot are detailed here:

LiveBallot - Strong Security

Secure system hosting and data protection

Voter information and election data uploaded to LiveBallot are safely stored on the Microsoft Secure eGovernment Cloud Platform and is protected by 228-bit access and view applications and data running on the secure servers.

Voter privacy

Leveraging Microsoft's Azure, the second largest secure hosting environment in the U.S., second only to the U.S. Department of Defense (DoD), LiveBallot balloting and voter data are protected with the assurance of the largest software and security company in the world.

The secure hosting environment securely stores voter registration data (e.g. Name, Address, Party Affiliation, Precinct, etc.) to permit voter lookup and matching to the appropriate ballot style. To protect voter privacy, the LiveBallot platform applies security mechanisms at different layers of the cloud infrastructure to implement a defense-in-depth approach. These layered mechanisms include:

- Physical security of the data centers (locks, cameras, biometric devices, card readers, alarms);
- Firewalls, application gateways and IDS to protect the network;
- Access Control Lists (ACLs) applied to virtual local area networks (VLANs) and applications;
- Authentication and authorization of persons or processes that request access to data;
- Hardening of the servers and operating system instances;

- Redundant internal and external DNS infrastructure with restricted write access;
- Securing of virtual machine objects; and
- Securing of static and dynamic storage containers.

Assets are categorized as to the level of security required, based on the potential for damage. Highly sensitive assets are protected by more stringent mechanisms, such as multi-factor authentication (smart cards, biometrics, and hardware tokens). The principle of least privilege is followed, whereby persons and processes are given the lowest level of access that is required for them to do their jobs and no more.

LiveBallot is deployed within Microsoft Global Foundation Services datacenters, and thus enjoys the world-class network security and privacy benefits provided by Microsoft's robust, industry leading security protocols.

Strong passwords

LiveBallot password requirements are able to use strong password requirements that include an eight character or more passwords that contains alpha, numeric, and symbol characters

The LiveBallot solution protects the voter's privacy, as well as the election data, with its combined front and back end proven scalable secured hosting environment. LiveBallot's proven and highly scalable hosting environment protects voter data on the front end using secure SSL encryption, automatically expiring a voter's session on the website, and limiting the information stored in the voter's session.

Scalability, security and stability are the key reasons LiveBallot is hosted in the Microsoft Azure cloud environment. With a proven and sustained uptime on a 24x7 basis, and real time, multi-geographic server redundancy, the system will render the ballots as required.

Our commitment to security makes the Live Ballot system a highly reliable system with no known loss of ballot delivery occurrences over prior deployments. Redundancy in the architecture also provides the ability to recover from any unexpected data interruption.

LiveBallot employs multiple levels of monitoring, logging, and reporting . Primarily, the monitoring agent (MA) gathers monitoring and diagnostic log information from many places including the FC and the root operating system (OS) and writes it to log files. It eventually pushes a digested subset of the information into a pre-configured Windows Azure Storage Account. In addition, the Monitoring Data analysis Service (MDS) is a freestanding service that reads various LiveBallot monitoring and LiveBallot diagnostic log data and summarizes/digests the information, writing it to an integrated log.

LiveBallot Audit Logs

The LiveBallot audit logs of critical servers within hosting infrastructure, such as domain controllers, security servers, and servers containing sensitive information are collected near real-time via the System Center Operations Manager 2007 Audit Collection Services (ACS) feature and stored in a SQL Server database. Due to the large amount of data collected for these environments, important and relevant events (referred to as "Events-of-Interest") are extracted and forwarded to another SQL database where OSSC uses automated tools to perform detailed analysis looking for suspicious activity. The information collected from the event logs includes user logon, security policy configuration changes, and unauthorized access to system or application files. As with the records generated by perimeter and network devices, the Events-of-Interest extracted from the LiveBallot audit logs are reviewed for evidence of control failure, unauthorized modification of server configuration, and other malicious activity.

Security of Data

Security of the balloting data is of utmost importance to Democracy Live team. LiveBallot employs many of the world's leading security and encryption experts and has dedicated hundreds of millions of dollars into the area of IT security. With tens of millions of transactions per month, the secure Microsoft cloud computing environment has proven to be an extremely stable and secure hosting platform.

The hosting environment undergoes annual audits for PCI DSS, SOX and HIPAA compliance, as well as internal assessments throughout the year. The hosting environment has obtained ISO/IEC 27001:2005 certification and SAS 70 Type 1 and II attestations. The cloud environment is ideal for load balancing, taking advantage of additional capacity required by multiple instances of an application in a manner that is efficient in terms of configuration and deployment. Cloud-based architecture provides elasticity, the ability to expand and contract capacity on-demand allowing the architecture to scale and meet those demands.

System hosting protection

LiveBallot uses industry standard access mechanisms to protect the application and its data located in the datacenter facilities. Access is limited to a very small number of operations personnel, who must regularly change their administrative access credentials. Datacenter access, and the authority to approve data center access, is controlled by operations personnel in alignment with local data center security practices.

Each data center facility has a minimum of two sources of electrical power, including a power generation capability for extended off-grid operation. Environmental controls are self-contained and remain operational as long as the facility and contained systems remain online.

Physical security controls are designed to "fail closed" during power outages or other environmental incidents. In case of fire or situations that could threaten life safety, the facilities are designed to allow egress without remaining exposed.

Risk to Ballot and Data Security though use of Email Ballot Delivery

Email is vulnerable to both passive and active attacks. Passive threats include *Release of message contents*, and *Traffic analysis* while active threats include *Modification of message contents*, *Masquerade*, *Replay*, and *Denial of Service (DoS)*. Actually, all the mentioned threats are applicable to the traditional email protocols,

- **Disclosure of Information:** Most emails are currently transmitted in the clear (not encrypted). By means of some available tools, persons other than the designated recipients can read the email contents.
- **Traffic analysis:** It is believed that some countries are routinely monitoring email messages as part of their surveillance. This is not just for counter-terrorism reasons but also to facilitate combat against industrial espionage and to carry out political eavesdropping. However, it is not devoted to the national agencies since there is a thriving business in providing commercial and criminal elements with the information within emails.
- **Modification of messages:** email contents can be modified during transport or storage. Here, the man-in-the-middle attack does not necessarily require the control of gateway since an attacker that resides on the same Local Area Network (LAN), can use an Address Resolution Protocol (ARP) spoofing tool to intercept or modify all the email packets going to and from the mail server or gateway.
- **Masquerade:** It is possible to send a message in the name of another person or organization.
- **Replay of previous messages:** Previous messages may be resent to other recipients. This may lead to loss, confusion, or damage to the reputation of an individual or organization. It can cause some damage if email is used for certain applications such as funds transferring, registration, and reservation.
- **Spoofing:** False messages may be inserted into mail system of another user. It can be accomplished from within a LAN, or from an external environment using Trojan horses.
- **Denial of Service:** It can put a mail system out of order by overloading it with mail shots. It can be carried out using Trojan horses or viruses sent to users within the contents of emails. It is also possible to block the user accounts by repeatedly entering wrong passwords in the login.

Because email connects through many routers and mail servers on its way to the recipient, it is inherently vulnerable to both physical and virtual eavesdropping. Current industry standards do

not place emphasis on security; information is transferred in plain text, and mail servers regularly conduct unprotected backups of email that passes through. In effect, every email leaves a digital paper-trail in its wake that can be easily inspected months or years later.

LiveBallot - Reporting

Post Election Reporting

Voter information and election data uploaded to LiveBallot are safely stored on the Microsoft Secure eGovernment Cloud Platform and is protected by 228-bit access and view applications and data running on the secure servers.

Localities that receive grant funding from the Federal Voter Assistance Program must be able to generate statistical reports that measure the effectiveness of electronic ballot delivery to military and overseas voters. Because LiveBallot has been designed to support the efforts of FVAP grant recipients, these reports are included as part of the user experience for each of our customers.

All Democracy Live customers receive access to the LiveBallot reporting dashboard, along with training on how to access important statistical information. In addition to the dashboard, Democracy Live customers receive a complete file at the end of every election, with all information required by FVAP.

Sample Report as required by Federal Voting Assistance Program

Account Summary							
Okaloosa County							
	Active Duty Military Overseas	Spouse or Dependent of Active Duty Military Overseas	US Citizen Overseas	Active Duty Military Outside of County	Spouse or Dependent of Active Duty Military Outside of County	Unknown Voter Type	Total
Voter access	463	133	127	573	155	0	1451
Ballots downloaded	379	119	101	484	133	0	1216
Ballots downloaded multiple times by a user	182	68	43	182	47	0	522
Ballots downloaded from domestic IP address	325	72	45	484	133	0	1059
Ballots downloaded foreign IP address	54	47	56	0	0	0	157

Question #5 (License Agreement)

Will my County be responsible for paying for this project?

Answer – No.

The License Agreement is between Rockwall County (as the Consortium leader) and the vendor alone. It reflects the approved grant amount that has been approved by the Federal Voting Assistance Program. Participating counties are not required to have a separate agreement.

Invoicing

Democracy Live will provide project invoices the County for purposes of submission to the Federal Voting Assistance Program (DoD). All license fees and program costs will be paid with federal funds. The County will bear no financial responsibility for the term of the contract.

Funding

The agreement between the parties is contingent on the award and funding support provided through the Federal Voting Assistance Program (DoD) EASE 2.0 Grant.

Term

The initial term for the Agreement, including Support and Maintenance, will be five years, commencing on the Effective Date of the Agreement, and will renew automatically on each Anniversary of the effective Date, provided that County may terminate the Annual License by notifying Democracy Live in writing at least sixty (60) days in advance of the renewal date. The Agreement, including Support and Maintenance, will terminate if the Agreement expires or is terminated.

Question #6

When will we know if the grant is approved?

Answer – Approved.

The approval for the grant from Mr. Bob Lavelle, Grant Officer is included and the grant amount is in the License Agreement.

Approval by the Federal Voting Assistance Program

Rockwall County leads the Your Texas – Your Vote, which is the largest consortium of grant applicants in the United States to be awarded funding by FVAP. The Rockwall County Elections Administrator has reached an agreement with the Grant Administrator to finalize the award allocation:

From: Lavelle, Bob J CIV DHRA [mailto:Bob.Lavelle@osd.pentagon.mil]
Sent: Thursday, August 15, 2013 1:33 PM
To: 'gdenton@rockwallcountytexas.com'; Burgess, Robin CIV WHS-FVAP
Subject: Re: Grant

Glenda: the most recent revision of your budget is acceptable. I plan on having terms and conditions to you and all other grantees by end of next week.

Bob Lavelle
Grants Officer

Note: The standard Terms and Conditions that are provided by FVAP are written into the agreement between Democracy Live and Rockwall County. It is the desire by the Grants Officer to have the contract executed before September 20th 2013, due to the end of the Federal fiscal calendar.

Conclusion

Sample Ballot Delivery

The LiveBallot Sample Ballot technology gives any voter, regardless of ability, access to an online, audio-enabled, voter specific sample ballot. LiveBallot allows every voter an equal opportunity to learn about the candidates and issues appearing on the ballot before they go to the polls. Access to a sample ballot will help all voters be better informed and will increase participation levels among voters with disabilities.

Military and Overseas Ballot Delivery

Rockwall County leads a consortium of 50 Texas counties, representing more than 15,500 Military and Overseas Texans by applying for and being awarded the fully-funded Federal Voting Assistance EASE 2.0 Grant. The name of our Consortium is *Your Texas – Your Vote*. The goal of *Your Texas – Your Vote* is to provide greater access to online services and tools in order to make the voting process easier and simpler for our growing population of Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) voters.

I am asking for the Court's approval to accept the Interlocal Agreement that will allow the County participate the Texas Effective Absentee Systems for Elections (EASE) Grant project t. This grant will help 50 Texas Counties to provide greater access to online services and tools in order to make the voting process easier and simpler for our growing population of military and overseas voters.

#12,886

PART I

PROFESSIONAL MANAGEMENT AGREEMENT

FILED FOR RECORD
at 2:30 o'clock P M
SEP 24 2013
JENNIFER LINDENZWEIG
County Clerk Hunt County Tex

This AGREEMENT, entered into this 24th day of September, 2013, by and between County of Hunt, hereinafter called the "Locality", acting here by John Horn, County Judge, hereunto duly authorized, and Amazing Grants, Inc. hereinafter called "Consultant", acting herein by Mary Kay Thomas, President.

Locality: County of Hunt
2507 Lee Street, 2nd Floor
Greenville, Texas 75401

Consultant: Amazing Grants, Inc.
Mary Kay Thomas
P. O. Box 717
Big Sandy, TX 75755

Project: Texas Community Development Block Grant Program
Small Towns Environment Program
2013 STEP Contract #713006
Office of Rural Affairs
Texas Department of Agriculture (TDA)

WHEREAS, the Locality desires to implement a STEP project for water improvements on behalf of Cash Special Utility District under the general direction of the Texas Community Development Block Grant Program; and whereas the Locality desires to engage a Consultant to render certain services in connection with its project. NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services shall commence upon execution of this contract by the County Judge. In any event, all of the services required and performed hereunder shall be completed no later than the ending date as specified in the Locality's STEP contract.

3. Access to Information

It is agreed that all information, data, reports and records and maps as existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services, shall be

furnished to Consultant by the Locality and its agencies. No charge will be made to Consultant for such information and the Locality and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Eighteen Thousand Two Hundred Sixty Dollars and No/100 Dollars (\$18,260.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract and will be **paid with TxCDBG funds**.

5. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hunt County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS.

Locality:

COUNTY OF HUNT

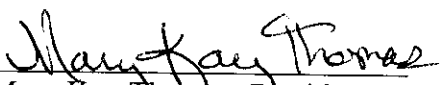
Consultant:

AMAZING GRANTS, INC.

By:

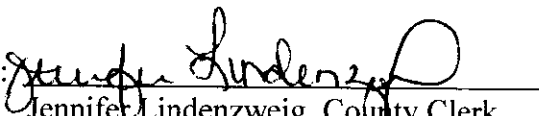

John Horn, County Judge

By:


Mary Kay Thomas, President

Attest:

By:


Jennifer Lindenzweig, County Clerk

PART II

PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish Locality with necessary forms and procedures required for implementation of project.
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TDA.
7. Prepare and submit to Department documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Recipient Disclosure Report form for Locality signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to Locality regarding acquisition of property:
 - Submit required reports concerning acquisition activities to Department
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property
 - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
 - Assist the Locality in negotiation with property owner(s)
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.

14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TDA or HUD.

B. Financial Management

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Depository/Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
7. Assist the Locality in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to Department.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for Locality-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.

6. Assist Locality in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to Department.

E. Project Administration During Construction

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist Locality in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist Locality in determining whether or not it will be necessary to hire temporary employees specifically carry out TxCDBG contract activities.
 - Assist Locality in maintaining adequate documentation or personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.
6. Provide sample TxCDBG contract documents to engineer.
7. Provide sample advertisement for bids to engineer.
8. Make ten-day call to Department.
9. Verify construction contractor eligibility with Department.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Issue Start of Construction Notification to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit

to Department.

17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation (If applicable to the project)

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property (If applicable)

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractors).
7. Conduct interim/final inspections, process final contract documents, and maintain a

record of beneficiaries.

8. Maintain client files following Department requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

J. Additional STEP Services

1. Prepare materials for documentation for tracking volunteer's participation, time, activities, and benefit to the project.
2. Assist the Locality with any additional documentation required for STEP projects.
3. Maintain picture account of project.

PART III

PAYMENT SCHEDULE

PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

Locality shall reimburse Amazing Grants, Inc. for management services provided for completion of the following project milestones **Eighteen Thousand Two Hundred Sixty Dollars and No/100 (\$18,260.00)** per the following percentages of the maximum contract amount:

<u>Milestones</u>	<u>% of Contract Fee</u>
1. Establishment of Recordkeeping System	20%
2. Completion of Environmental Clearance	20%
3. Completion of all Acquisition Activities	10%
4. Construction and Volunteer Coordination	40%
5. Filing of all Required Close-out Information	5%
6. Programmatic Closure	<u>5%</u>
Total	100%

Fee Schedule

1. Milestone #1	\$ 3,652.00
2. Milestone #2	\$ 3,652.00
3. Milestone #3	\$ 1,826.00
4. Milestone #4	\$ 7,304.00
5. Milestone #5	\$ 913.00
6. Milestone #6	<u>\$ 913.00</u>

Total **\$18,260.00**

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined.

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The firm represents that she has, or will secure at her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Locality.
6. Reports and Information. The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Locality.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
- a. No Person in the United States shall on the ground of race, color, 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 funds made available under this title.
14. “Section 3” Compliance in the Provision of Training. Employment and Business Opportunity
- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient

of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15. Section 503 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of

his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

#12,886

PART I

FILED FOR RECORD
at 2:30 o'clock P M

SEP 24 2013

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, Tex.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This AGREEMENT, entered into this 24th day of September, 2013, by and between the County of Hunt hereinafter called the "Locality", acting here by John Horn, County Judge, hereunto duly authorized, and Velvin & Weeks Consulting Engineers, Inc., hereinafter called "Firm", acting herein by Tyler Hendrickson, P.E., President.

Locality: Hunt County
2507 Lee Street
Greenville, Texas 75401

Firm: Velvin & Weeks Consulting Engineers, Inc.
P. O. Box 1007
Athens, Texas 75751

Project: 2013 Small Towns Environment Program (STEP)
Contract No. 713006
Cash Special Utility District
Texas Department of Agriculture (TDA)
Office of Rural Affairs (ORA)

WHEREAS, the Locality desires to implement a STEP project for water improvements on behalf of Cash Special Utility District under the general direction of the Texas Community Development Block Grant Program; and Whereas the Locality desires to engage an engineer to render certain services in connection with its project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services shall commence upon execution of this contract by the County Judge. In any event, all of the services required and performed hereunder shall be completed no later than the ending date as specified in the Locality's STEP contract.

3. Access to Information

It is agreed that all information, data, reports, and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services, shall be furnished to Engineer by the Locality and its agencies. No charge will be made to Engineer for such information and possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Fifteen Thousand and NO/100 Dollars (\$15,000.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract and will be paid with **TxCDBG** funds.

5. Indemnification

Engineer shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in **Hunt County, Texas**.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions

This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS.

Locality:

COUNTY OF HUNT, TEXAS
CONSULTING
ENGINEERS, INC.

Firm:

VELVIN & WEEKS

By:


John Horn, County Judge
President

By:


Tyler Hendrickson, P.E.,

Date:

September 24, 2013

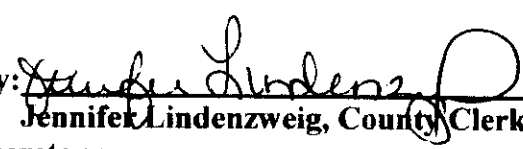
Date:

9/17/13

Attest:

Attest:

By:


Jennifer Lindenzweig, County Clerk
Secretary

By:


Karen Bynum, Corporate

PART II

PROFESSIONAL ENGINEERING SCOPE OF SERVICES

The Engineering Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the Locality regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the STEP project and, if applicable, furnish to the Locality:
 - Name and address of property owners;
 - Legal description of parcels to be acquired;
 - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Locality providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Locality's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study, if applicable, and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Locality, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations.
6. Furnish the Locality copies of the preliminary report, if applicable (additional copies will be furnished to the Locality at direct cost of reproduction);
7. Furnish the Locality a written monthly status report at least seven (7) days prior to the regularly scheduled commissioner's court meeting until the project is closed by the TDA's ORA.

8. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids.
10. Notify grant administrator to make 10-day call to confirm prevailing wage decision issued by TDA's ORA.
11. Incorporate any and all wage rate modifications or supersede as via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction Contractor eligibility verification.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Start of Construction Notice to TDA's ORA and Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
19. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond which have TDA's ORA approval.
20. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
21. Consult with and advise the Locality during construction; issue to contractors all instructions requested by the Locality; and prepare routine change orders if required, at no charge for engineering services to the Locality when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process and submit change orders to TDA's ORA for approval prior to execution by Locality.

22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
24. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payment to constitute a representation to the Locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 5% retainage is withheld from all payments on construction contracts until final acceptance by the Locality and approval by TDA's ORA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate.
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the Locality with a set of "as built" plans.

SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Locality.
2. The Engineer shall, prior to proceeding with the work, notify Locality in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Locality determines that any subcontractor is incompetent or undesirable, the Locality will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Contract shall create any contractual relation between any subcontractor and Locality.

4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TDRA and to the U.S. Environmental Protection agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as maybe appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Locality including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
 - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - Executive order 11246- Equal Employment Opportunity.
 - Copeland Anti-Kickback Act.
 - (in excess of \$2,000) – Davis-Bacon Act
 - (in excess of \$2,000) – Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - A provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - Section 3 of the Housing and Urban Development Act of 1969.
 - Title VI of the Civil Rights Act of 1964

8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or other wise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Locality, TDA's ORA, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Locality has made final payment to the Contractor and all other pending matter are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Locality in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Locality and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Locality shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no

way limit the judicial remedies available to the Locality under applicable state or federal law.

4. The Engineer agrees to and shall hold harmless the Locality, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of the Contract.

PART III

PAYMENT SCHEDULE

PROFESSIONAL ENGINEERING SERVICES

Locality shall reimburse Firm a total of **Fifteen Thousand and NO/100 Dollars (\$15,000.00)** for **Basic Engineering Services** provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>	<u>Amount</u>
1. Approval of Preliminary Engineering Plans and Specifications	30%	\$4,500.00
2. Approval of Plans and Specifications by Regulatory Agency(ies)	20%	\$3,000.00
3. Completion of bid advertisement through beginning of construction	20%	\$3,000.00
4. Completion of construction staking	10%	\$1,500.00
5. Completion of Final Closeout Assessment and submittal of "As Builts"	10%	\$1,500.00
6. Completion of Final Inspection and Acceptance by the Locality	<u>10%</u>	<u>\$1,500.00</u>
Basic Engineering Services Total	100%	\$15,000.00

PART IV

TERMS AND CONDITIONS

PROFESSIONAL ENGINEERING SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Locality for damages sustained by the Locality by virtue of any breach of the Contract by the Firm, and the Locality may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Locality from the Firm is determined.

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The firm represents that she has, or will secure at her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Locality. Any work or services subcontracted

hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Locality.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Locality.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

- a. No Person in the United States shall on the ground of race, color, 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 funds made available under this title.

14. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunity

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract

upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$10,000 or over) Affirmative Action for Employment of Qualified Individuals with Disabilities (29 USC 793).

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination in practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Firm will include the provisions of this clause in every subcontract or purchase order of 10,000 or more unless exempted by rules, regulations, or orders of the

Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

STATE OF TEXAS §
§
COUNTY OF HUNT §

FILED FOR RECORD
at 2:30 o'clock P M

SEP 24 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: 

RESOLUTION # 12.886

A RESOLUTION BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 713006.

WHEREAS, the County of Hunt, Texas has received a 2013 Texas Community Development Block Grant award to provide water improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (**Form A202**) is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Hunt, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

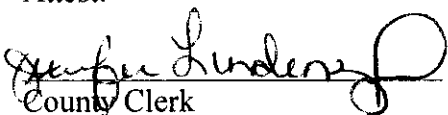
- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG Depository/Authorized Signatories Designation Form (Form A202).

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

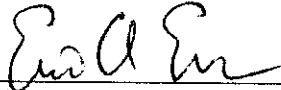
The County Judge be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2013 Texas Community Development Block Grant Program.

The County Judge and the County Auditor be authorized to execute the State of Texas Purchase Voucher and Request for Payment Form documents required for requesting funds approved in the 2013 Texas Community Development Block Grant Program.

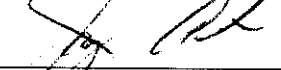
Attest:


County Clerk

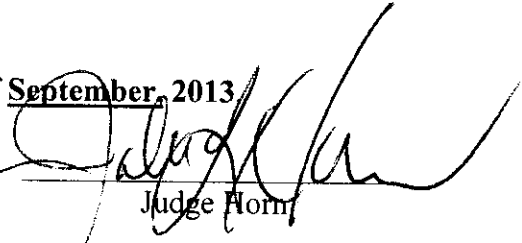
ADOPTED this 24th day of September, 2013



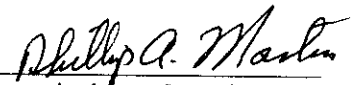
Commissioner Evans



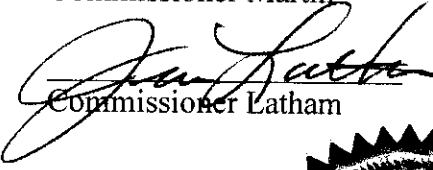
Commissioner Atkins



Judge Horn



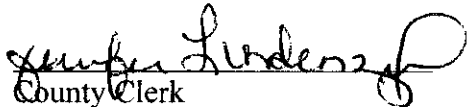
Commissioner Martin



Commissioner Latham



Attest:



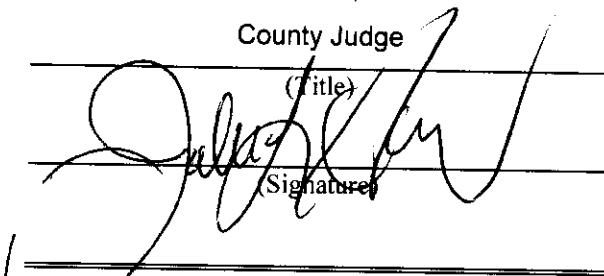
County Clerk

A202

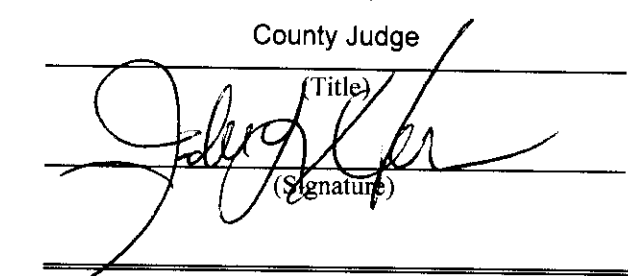
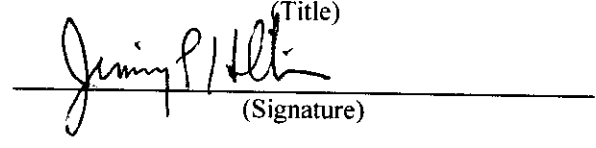
**Depository/Authorized Signatories Designation Form
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

Grant Recipient Hunt County TxCDBG Contract No. #713006

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

John Horn _____ (Name)	_____ (Name)
County Judge _____ (Title)	_____ (Title)
 _____ (Signature)	_____ (Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

John Horn _____ (Name)	Jimmy Hamilton _____ (Name)
County Judge _____ (Title)	County Auditor _____ (Title)
 _____ (Signature)	 _____ (Signature)
_____ (Name)	_____ (Name)
_____ (Title)	_____ (Title)
_____ (Signature)	_____ (Signature)

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

#12.886

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 713006.

WHEREAS, the County of Hunt, Texas has received a 2013 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Hunt, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

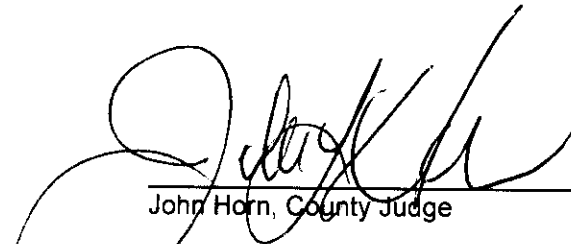
- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, TEXAS, AS FOLLOWS:

The County Judge be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2013 Texas Community Development Block Grant Program.


The County Judge and the County Auditor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2013 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HUNT, TEXAS, on SEPTEMBER 24, 2013.




 John Horn, County Judge

Attest:



 Jennifer Lindenzweig, County Clerk

FILED FOR RECORD
 at 2:30 o'clock 13 M
SEP 24 2013
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, Tex.
 By 

#12,886

Appointment of Labor Standards Officer
(Submit form to Labors@TexasAgriculture.gov)

FILED FOR RECORD
at 2:30 o'clock
SEP 24 2013
By County Clerk
A700
JENNIFER LINDENZWEIG
CLERK HUNT COUNTY, TX

Grant Recipient: Hunt County Contract No: 713006

I, John Horn (County Judge) hereby appoint Mary Kay Thomas (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	Mary Kay Thomas			
Address:	P.O. Box 717			
City:	Big Sandy	State:	Texas	Zip: 75755
Telephone Number:	(903) 636-5500	Fax Number:	(903) 636-4276	
Email Address:	marykay@amazinggrants.com			

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Mary Kay Thomas (Labor Standards Officer) Date: 09/24/2013

Appointed by: John Horn (County Judge) Title: County Judge

Signature: John Horn (County Judge) Date: 09/24/2013

#12,884

A600

FILED FOR RECORD
at 2:30 o'clock
SEP 24 2013
BY COUNTY CLERK
SUSAN LINDENZWEIG
HUNT COUNTY, TX

TxCDBG Initial Acquisition Report

This form must be submitted prior to release of any contract funds. **Check appropriate boxes.**
This form must be resubmitted if the need for additional acquisition not previously reported is required.

Grant Recipient: Hunt County TxCDBG Contract No. 713006 Region: East Texas

1) Is acquisition of real property (including acquisitions already completed) required to complete the project described in the TxCDBG contract Performance Statement? **(Answer A or B)**

- A. No acquisition activity is required.
 All property to be used for this project is owned by the Grant Recipient or participating entity (e.g. WSC) and was NOT acquired specifically for this project.

STOP. Sign and date below and submit to TDA.

- B. Yes, acquisition activity is required. **(Check appropriate boxes)**
- Acquisition of right of way easements is required.
 - Acquisition of real property for the project site is required.
 - Funds are budgeted for the acquisition activity.
 - Acquisition has been completed and supporting documentation has been submitted.

Note: If acquisition was not completed prior to submitting the application or other formal action to pursue TxCDBG funding, the Grant Recipient **MUST** obtain environmental clearance before executing acquisition activities or obligating funds for acquisition related to the TxCDBG project.

2) Does this locality have the authority to exercise Eminent Domain? **(Answer A or B)**

- A. No, this locality does NOT have the authority to exercise Eminent Domain.
The Acquisition Activity will be **VOLUNTARY**.
- The locality will NOT acquire the property if negotiations fail to result in an amicable agreement, AND the owner will be informed **IN WRITING** of the just compensation value of the property.

STOP. Sign and date below and submit to TDA.

- B. Yes, this locality DOES have authority to exercise Eminent Domain and the acquisition meets the following criteria: **(Check appropriate boxes)**
- No specific site needs to be acquired.
 - Property to be acquired is NOT part of an intended, planned or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

- The locality will NOT acquire the property if negotiations fail to result in an amicable agreement, AND the owner will be informed in writing.

If **any** of the above three boxes are checked, this acquisition is considered **VOLUNTARY**.

STOP. Sign and date below and submit to TDA.

If **none** of the above three boxes are checked, this acquisition is **INVOLUNTARY**.
(Continue below and on next page)

* The locality will inform the owner **IN WRITING** of the just compensation value of the property.

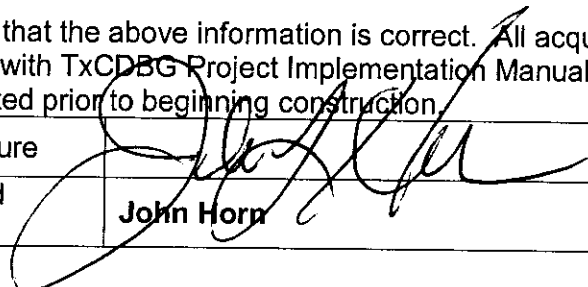
- C. Yes, this locality DOES have authority to exercise Eminent Domain and the acquisition does NOT meet the criteria for voluntary acquisition.

Description of real property to be acquired and justification for involuntary acquisition:

STOP. Sign and date below and submit this form, along with a project map, to TDA for approval.

No involuntary acquisition activity may commence until TDA Approval is obtained.

I certify that the above information is correct. All acquisition activity for this project will comply with TxCDBG Project Implementation Manual program requirements and will be completed prior to beginning construction.

Signature		Date	09/24/2013
Printed Name	John Horn	Title	County Judge

- TDA Approval for Involuntary Acquisition Activity is granted.

Signature of Acquisition Specialist		Date	
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(NOTICE: Pursuant to SB 18 of the 82nd legislature, localities with the authority to exercise Eminent Domain are required to notify the Comptroller of Public Accounts in writing detailing this authority not later than December 31, 2012.)

A302

RE: HUNT COUNTY

Exemption Determination for Activities Listed at 24 CFR §58.34

Grant Recipient: Hunt County Project Name: STEP on behalf of Cash SUD

Project Description (Include all actions which are either geographically or functionally related):

Volunteers shall provide first-time water access to eighteen (18) homes in the unincorporated community of Dixon. Contractor shall install approximately four thousand two hundred linear feet (4,200 l.f.) of six-inch (6") water line, approximately four hundred linear feet (400 l.f.) of bore, four (4) hydrants, valves and fittings, and all associated appurtenances.

Volunteers shall provide first-time water service to fifteen (15) homes in the unincorporated community of Dixon. Contractor shall install fifteen (15) water yard service lines and all associated appurtenances.

Location: CR 3114 from SH69 to end; PR 3344 from CR 3114 to end; PR 3346 from PR 3344 to end; PR 3347 from CR 3114 to end

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Estimated Funding Amount: \$140,109.00 Grant Number: TxCDBG #713006

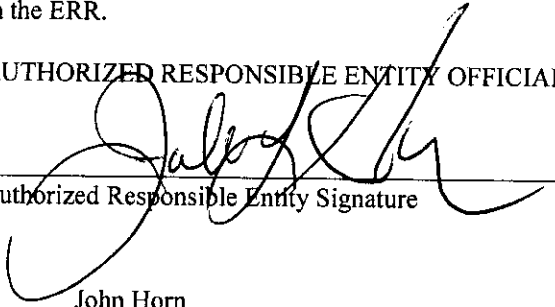
I have reviewed and determined that the abovementioned project is Exempt per 24 CFR §58.34 as follows:

<input type="checkbox"/>	58.34(1). Environmental & other studies, resource identification & the development of plans & strategies;
<input type="checkbox"/>	58.34(2) Information and financial services;
<input checked="" type="checkbox"/>	58.34 (3) Administrative and management activities;
<input type="checkbox"/>	58.34(4) Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
<input type="checkbox"/>	58.34(5) Inspections and testing of properties for hazards or defects;
<input type="checkbox"/>	58.34(6) Purchase of insurance;
<input type="checkbox"/>	58.34(7) Purchase of tools;
<input checked="" type="checkbox"/>	58.34 (8) Engineering or design costs;
<input type="checkbox"/>	58.34(9) Technical assistance and training;
<input type="checkbox"/>	58.34(10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
<input type="checkbox"/>	58.34(11) Payment of principal and interest on loans made or obligations guaranteed by HUD;
<input type="checkbox"/>	58.34(12) Any of the categorical exclusions listed in §58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in §58.5.

The responsible entity must also complete and attach the **58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that all activities covered by this determination are Exempt and meets the conditions specified for such exemption under section 24 CFR §58.34. This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Authorized Responsible Entity Signature



John Horn

Authorized Responsible Entity Name (printed)

9/24/2013

Date

County Judge

Title (printed)

Compliance Checklist for 24 CFR §58.6, Other Requirements

Complete for all projects, including Exempt (§58.34), Categorically Excluded Subject to §58.5 [§58.35(a)], Categorically Excluded Not Subject to §58.5[§58.35(b)], and Projects Requiring Environmental Assessments (§58.36)

Project Name: Hunt County STEP on behalf of Cash SUD

ERR FILE # 713006

**1. §58.6(a) and (b) Flood Disaster Protection Act of 1973, as amended;
National Flood Insurance Reform Act of 1994**

- a. Does the project involve new construction, major rehabilitation, minor rehabilitation, improvements, acquisition, management, new loans, loan refinancing or mortgage insurance?
 Yes No
If No, compliance with this section is complete.
If Yes, continue.
- b. Is the project located in a FEMA identified Special Flood Hazard Area?
 Yes No
If No, compliance with this section is complete.
If Yes, continue.
- c. Is the community participating in the National Flood Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?
 Yes No
If Yes, Flood Insurance under the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). If HUD assistance is provided as a loan, insurance must be maintained for the term of the loan and in the amount of the loan (or up to maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR.
If No, Federal assistance may not be used in the Special Flood Hazards Area.

Cite and attach source documentation: See FEMA Floodplain Panel 48231C0400G

For additional information see:

FEMA Map Service Center: <http://www.store.msc.fema.gov>

NFIP Community Status Book: www.fema.gov/fema/csb.shtml

2. §58.6(c) Coastal Barrier Improvement Act, as amended by the Coastal Barriers Improvement Act of 1990 (16 U.S.C. 3501)

- a. Does the project involve new construction, conversion of land uses, major rehabilitation of existing structure, or acquisition of undeveloped land?

Yes No

If No, compliance with this section is complete.

If Yes, continue below.

- b. Is the project located in a coastal barrier resource area?

Yes No

If No, compliance with this section is complete.

If Yes, Federal assistance may not be used in such an area.

Cite and attach source documentation: See Texas Coastal Zone Map

For more information see:

CBRS maps on US FWS and FEMA websites: <http://www.FWS.gov/CBRA/>
<http://www.FWS.gov/CBRA/Maps/index.html>

3. §58.6(d) Runway Clear Zones and Clear Zones [24 CFR §51.303(a) (3)]

- a. Does the project involve the sale or purchase of existing property?

Yes No

If No, compliance with this section is complete.

If yes, continue below.

- b. Is the project located within 2,500 feet of the end of a civil airport runway (Civil Airport's Runway Clear Zone) or within 15,000 feet of the end of a military runway (Military Airfield's Clear Zone)?

Yes No

If No, compliance with this section is complete.

If Yes, Notice must be provided to buyer. The notice must advise the buyer that the property is in a Runway Clear Zone or Clear Zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information, and a copy of the signed notice must be maintained in this ERR.

Cite and attach source document (Map indicating project site in proximity to end of runway):

See Performance Statement and Texas Airport Directory Map

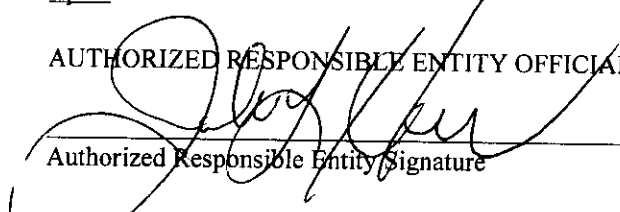
For more information see:

Airport Information: <http://www.airnav.com/airports/>

HUD Airport Hazards Q&A:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/environment/review/qa/airport

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:


Authorized Responsible Entity Signature

John Horn

Authorized Responsible Entity Name (printed)

9/24/2013

Date

County Judge

Title (printed)

TODD STAPLES
COMMISSIONER

12,886

FILED FOR RECORD
at 10:30 o'clock A M

August 26, 2013

SEP 04 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: *Jennifer Lindenzweig*

The Honorable John Horn
County Judge
County of Hunt
2507 Lee Street, 2nd Floor
Greenville, TX 75401

Re: Texas Community Development Block Grant, Contract No. 713006

Dear Judge Horn:

Enclosed is one (1) copy of Contract No. 713006 between the county of Hunt and the Texas Department of Agriculture (TDA). Please review, sign and date the contract.

Special attention should be made to the Reporting Requirements, Environmental Clearance Requirements and Special Conditions (Sections 17 and 19) of this contract as these restrict your allowance to incur project costs and our ability to release contract funds to your local government.

Please return the signed copy of the TDA contract within thirty (30) days of receipt of this letter, to the following address below for the Department's signature. Once the contract is signed by TDA, we will forward a fully executed copy to you.

**Attn: Veronica Sandoval
Texas Department of Agriculture
Texas Community Development Block Grant Program
PO Box 12847, 11th Floor
Austin, Texas 78711**



P.O. Box 12847 Austin, Texas 78711 (512) 463-7476 Fax: (888) 223-8861

www.TexasAgriculture.gov

If the name of the authorized person signing this contract is different from the name typed on the signature page, please contact Veronica Sandoval immediately at 512-936-7896 or by email at veronica.sandoval@TexasAgriculture.gov. We will email you a revised signature page that will need to be replaced in the contract before acquiring a signature.

Should you have any questions or need additional information, please do not hesitate to contact your Contract Specialist Suzanne Short at 512-936-8163.

Sincerely yours,

A handwritten signature in black ink that reads "Veronica Sandoval". The signature is written in a cursive style with a large initial "V".

Veronica Sandoval
TxCDBG Contract Technician

VS/VS/vs

cc: Contract File

Enclosure

TEXAS DEPARTMENT OF AGRICULTURE

CONTRACT NO. 713006 FOR

COMMUNITY DEVELOPMENT PROGRAMS

STATE OF TEXAS §

COUNTY OF TRAVIS §

SECTION 1 PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture, an agency of the State of Texas, referred to as the "Department," and the County of Hunt, referred to as the "Contractor." The parties have severally and collectively agreed and by the execution are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on August 15, 2013, and shall terminate on August 14, 2015, unless otherwise specifically provided by the terms of this contract.

SECTION 3. CONTRACTOR PERFORMANCE

The Contractor shall conduct, in a satisfactory manner as determined by the Department, a community development program, referred to as CDBG, in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), referred to as the Act. The Contractor shall perform all activities in accordance with the terms of the Performance Statement, referred to as Exhibit A; the Budget, referred to as Exhibit B; the Project Implementation Schedule, referred to as Exhibit C; the Applicable Laws and Regulations, referred to as Exhibit D; the Certifications, referred to as Exhibit E; the assurances, certifications, and all other statements made by the Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract. The Contractor shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to this Department. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs.

The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities as shown in Exhibit C. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the end of the month specified on the schedule in Exhibit C. These key activities include Procurement of Professional Services Completed, 4-Month Conference Call/Meeting Completed, Plans and Specifications Completed/Submitted for Approval, Environmental Review Completed, Clearance of Pre-Construction Special Conditions, Wage Rate 10-Day Confirmation, Construction Contract Awarded & Executed, Construction - 50 percent of TxCDBG project complete, Construction - 50 percent of TxCDBG funds requested from the Department; Construction - 75 percent of TxCDBG project complete, Construction - 75 percent of TxCDBG funds requested from the Department, Construction - 90 percent of TxCDBG project complete, Construction - 90 percent of TxCDBG funds requested from the Department, Construction & Final Inspections Completed, and Close-out documents submitted to the Department.

SECTION 4. DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, the Department shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract by the Contractor, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties that the Department's obligations under this Section 4 are contingent upon the actual receipt of adequate state or federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify the Contractor in writing within a reasonable time after such fact is determined. Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid to the Contractor or is subject to payment to the Contractor, or has been reimbursed to the Contractor or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 6 (A) of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.
5. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this contract.
6. The Department shall not be liable for costs incurred or performances rendered by the Contractor after termination of this contract, unless the Contractor receives written approval from the Department and they are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract.
7. The Department shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not submitted to the Department within ninety days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 16 of this contract shall be billed to the Department within twelve months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all reserved funds not requested under this subsection.

B. Excess Payments

The Contractor shall refund to the Department any sum of money which has been paid to the Contractor by the Department, which the Department determines has resulted in overpayment to the Contractor, or which the Department determines has not been spent by the Contractor strictly in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Department within thirty (30) calendar days after such refund is requested by the Department.

C. Limit of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by the Department under this contract shall not exceed the sum of One Hundred Forty Thousand One Hundred Ten and No/100 Dollars (\$140,110).

SECTION 5. PAYMENT

A. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form and State of Texas Purchase Voucher, as specified by the Department, as often as actually needed. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

B. The Contractor's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. The Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from the Department to the Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the Regulations in Exhibit D and for matters not addressed therein, with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule"), as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"), in performing this contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by UGCMS and this contract.

B. The Contractor shall comply with the requirements set forth in 24 CFR Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this contract.

1. The Contractor shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this contract, and the Contractor shall provide reports of program income to the Department with each form submitted by the Contractor in accordance with Section 5 of this contract, and at the termination of this contract.

2. Program income earned by the Contractor during the period of this contract shall be retained by the Contractor and utilized by the Contractor to fund performances specified in this contract, in the manner specified, prior to requesting additional funds from the Department.

3. At least sixty (60) days prior to the termination of this contract, the Contractor shall submit a plan to the Department for its approval which specifies the manner in which the Contractor proposes to use any unexpended program income earned under this contract to continue the performance specified in this contract in the manner specified. Any program income earned by the Contractor from this contract, prior to the establishment and approval of a Revolving Loan Fund plan by the Contractor must be returned to the Department. In the event the Department does not approve the plan submitted by the Contractor, the Contractor shall return such program income to the Department within thirty (30) working days after receipt of the Department's notification of disapproval.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. The Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in accordance with OMB Circular A-87, 24 CFR 570.490, and the provisions of this contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract. The Contractor shall retain such records, and any supporting documentation, for the greater of: (i) three years after close-out of the grant from the U.S. Department of Housing and Urban Development to the State of Texas (not the closeout of this contract); (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; or (iii) a date consistent with the period required by other applicable laws and regulations as described in 24 CFR 570.487 and 570.488.

B. The Contractor shall give the United States Department of Housing and Urban Development (HUD), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552).

C. The Contractor shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. The Contractor shall submit to the Department such reports on the operation and performance of this contract as may be required by the Department including but not limited to the reports specified in this Section 8.

B. The Contractor shall submit to the Department no later than the twentieth (20th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress, in narrative form, of all construction and non-construction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by the Department and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

C. The Contractor shall submit a Certificate of Expenditures to the Department no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by the Department. The Certificate of Expenditures shall be in a format prescribed by the Department and shall be accompanied by a final Project Completion Report of all activities performed under this contract.

D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties that if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

E. The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

SECTION 9. MONITORING

The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 15 of this contract.

SECTION 10. INDEMNIFICATION

It is expressly understood and agreed by the parties that the Department is contracting with the Contractor as an Independent Contractor, and that the Contractor, as such, agrees to the extent allowed by law to hold the Department harmless and to indemnify the Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has verified the subcontractor's eligibility under the federal Excluded Parties List System (EPLS), or its planned successor: the System for Award Management, and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under Section 11 does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

C. The Contractor shall comply with 24 CFR 85.36, this contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.

D. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 12. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Department for any money it has received from the Department for performance of the provisions of this contract, if the Department has suspended or terminated this contract for reasons enumerated in this Section 12.

SECTION 13. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out the performance of any subcontract; and 2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 14. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the Act, the Regulations of the Department, assurances and certifications made to the Department by the Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department of any obligation specified in Section 4 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 14, the Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this contract as specified in Section 4 (C);
2. The transfer will not change the scope or objective of the projects funded under this contract; and
3. The Contractor submits a budget revision report to the Department, on a form specified by the Department, simultaneously with the submission of the Contractor's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 15. SUSPENSION OR TERMINATION

A. The Department may suspend or terminate this contract, in whole or in part, and withhold further payments to the Contractor, if the Contractor materially fails to comply with any terms of this contract, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract;
3. Misuse or improper use of funds provided under this contract; or
4. Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect.

B. The Department shall give the Contractor an opportunity to cure the breach or deficiency.

1. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.
2. Contractor must commence cure within 30 days of the date stated on the Department's notice.
3. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
4. Contractor must complete the cure within 90 days of the Department's notice.
5. Failure to commence cure within 30 days, or failure to complete cure within 90 days will result in the Department's right to immediately terminate the contract.

C. The contract may also be terminated for convenience in whole or in part only as follows:

1. by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

2. by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

D. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor or to the Contractor's creditors for costs incurred after termination of this contract.

E. Notwithstanding any exercise by the Department of its right of suspension or early termination as provided in this Section 15, the Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by the Contractor. The Department may withhold payments to the Contractor until such time as the exact amount of damages due to the Department from the Contractor is agreed upon or is otherwise determined.

SECTION 16. AUDIT

A. The Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. (a) **Audit Required-Federal Awards.** Contractors expending \$500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., and OMB Circular No. A-133 - Revised as of June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, the Department may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 16, "Federal financial assistance" means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in OMB Circular A-133 §__.205 (h) and §__205 (i). The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) **Audit Required-State Financial Assistance.** Contractors that expended \$500,000 or more in total State Financial Assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single or program specific audit conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and the Uniform Grant Management Standards (UGMS) as adopted June 2004. For purposes of this Section 16, "State Financial Assistance" (or cost reimbursement contract) means assistance that non-state entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, and other assistance, but does not include amounts received as an reimbursement for services rendered to individuals as described in sec. __.205 (f). "State Financial Assistance" (or cost reimbursement contract) is received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State financial assistance also does not include federal awards as defined by OMB Circular A-133.

2. **Audit Expenses.** Notwithstanding Section 4, the Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the Department under this contract, provided however that the Department shall not make payment for the cost of such audit services until the Department has received a satisfactory audit report and invoice, as

determined by the Department, from the Contractor; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services. Therefore, when submitting a request for audit fees reimbursement, the Contractor shall submit an invoice that clearly shows the total cost of the audit and the corresponding prorated charge per funding source. In addition, when applicable, an explanation shall be submitted with the reimbursement request supporting why the percentage of audit fee charges exceeds the percentage amount of TxCDBG funds expended of the total funds expended by the Contractor.

3. If the Contractor meets the single audit expense threshold as described in Subsections A (1) (a) and A (1) (b) of this section, the Contractor shall submit:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department's Single Audit Report Submission Check List (See Audit Certification Form (ACF) packet for check list); and
- One (1) copy of the CPA's Management Letter, (if issued by CPA firm to Contractor), and Management's response to the Department.

The Contractor shall submit the audit package to the Department within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Contractor's audit period (i.e., after the Contractor's fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 16 are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone, fax number and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements after paragraphs "A. 1 - 3" of this Section 16, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement will include information indicating if the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report in accordance with the Uniform Grant Management Standards, Subpart C-Post Award Requirements, Section .26 Audit, item (d). If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement, a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including the all contracts with the Department and other funding agencies). Failure by the Contractor to submit an ACF or a similar statement or failure to submit a complete ACF or single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

5. Pursuant to Title 34, Part 1, Chapter 20, Subpart I, Rule 20.432(c) of the Texas Administrative Code, "Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant and Contract Management Standards." The Uniform Grant and Contract Management Standards (UGMS) Section IV Subpart D sec. .400 requires "Recipients who are required to have a single audit and receive state or federal awards from more than one state agency shall have a state single audit coordinating agency. The governor's office (beginning September 1, 2011, the Texas Comptroller of Public Accounts) shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Pursuant to 34 T.A.C. § 20.432(c), to have a state single audit coordinating agency designated, the Contractor must submit a written request to

the Comptroller's office. This request must list the state agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit.

B. Notwithstanding Subsection A of this Section 16, the Department reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this contract. The Contractor agrees to permit the Department or its authorized representative to audit the Contractor's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. The Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 16 as the Department may require of the Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section 16.

E. The Contractor shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the Contractor. Audit working papers shall be made available upon request to the Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

SECTION 17. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor shall assume the responsibility for environmental review, decision-making, and action that would otherwise apply to the Department under 42 U.S.C. § 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor shall comply with the requirements set forth in 24 CFR Part 58 and the TxCDBG Project Implementation Manual, and with the regulations in Exhibit D.

B. The Contractor must complete an environmental review of all project activities prior to obligating TxCDBG funds. The Contractor may not commit or spend either public or private funds (TxCDBG, other Federal or non-Federal funds), or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until the Contractor has received environmental clearance from the Department and, if required, the Contractor has received a release of funds authorization from the Department. However, the Contractor may execute non-legally binding agreements prior to completion of the environmental review process.

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 18. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with Section 570.486 of the Regulations and this contract.

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in Exhibit A, Performance Statement, of this contract.

C. Prior to the programmatic closure of this contract, the Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by the Contractor under this section, the Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and Spanish, if appropriate. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 19. SPECIAL CONDITIONS

A. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of the Contractor's previous fiscal year audit report or certification from the Contractor that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement and accounting for funds provided under this contract. The Department shall specify the content and form of such certification.

B. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Program Implementation Manual.

C. The Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until the Contractor has received the applicable prevailing wage rates in accordance with the TxCDBG Project Implementation Manual.

D. In accordance with Section 15 of this contract, this contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 17 or listed under this Section 19 have begun by such date.

E. Public buildings, facilities, centers, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

“This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

F. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract, unless (a) the costs are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract, (b) the costs incurred by the Contractor were for otherwise allowable pre-agreement program costs that were incurred on or after May 1, 2013 and (c) the Contractor complied with all the Department’s requirements applicable to Texas CDBG grants, including all applicable state and federal laws, such as procurement procedures, applicable environmental, labor, civil rights and acquisition requirements, all provisions of this contract, and all applicable TxCDBG policies and procedures.

G. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed previously, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within 60 days after the receipt of notice by the Department to the Contractor that funds must be repaid.

H. The Department will consider an extension of the term of the contract only if the Contractor has requested funds under this contract, in accordance with applicable requirements, from the Department by the end date of the original contract period for activities in Budget categories other than Engineering, Planning & Urban Env. Design, and General Administration as shown in Exhibit B in an aggregate amount of five percent (5%) of the total contract funds in Budget categories other than Engineering, Planning & Urban Env. Design, and General Administration. The Department may allow an extension without receipt of a request in the amount of at least 5 percent as specified in this paragraph if the project involves construction being financed by another state or federal entity that must occur prior to initiation of construction or other project activities financed with Department funds under this contract.

I. The Contractor shall comply with all reporting, submission requirements of the Federal Funding Accountability and Transparency Act, 31 U.S.C. §6101, as well as the reporting and submission requirements of the U.S. Department of Housing and Urban Development as prescribed by the Department.

J. Prior to the Department's release of funds for the construction of the water system improvements described in Exhibit A, Performance Statement, of this contract, the Contractor shall provide certification to the Department that plans, specifications, and related documents for its water system improvements have been prepared by a registered professional engineer and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality review requirements described in Title 30 of the Texas Administrative Code, Chapter 290 (30 TAC 290.39).

K. PROJECT MAPPING/DESIGN INFORMATION AND COPYRIGHT

1. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

2. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

3. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

SECTION 20. DEBARMENT

A. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall receive the certification provided by the Department from each proposed subcontractor under this contract and its principals.

B. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

A. Civil Rights1. Compliance

The Contractor agrees to comply with all state and local civil rights laws and ordinances, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

a. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

b. The Contractor also agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

3. Section 504

The Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

B. Employment Restrictions1. Prohibited Activity

a. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities; lobbying; inherently religious activities; political patronage; and nepotism activities.

b. The Contractor further agrees that no funds provided under this contract shall be used to directly or indirectly fund or support candidates for public office, or to hire employees for those purposes.

2. Labor Standards

a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

- 1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
- 2) The Contractor shall comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.
- 3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements (regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.
- 4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- 5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- 6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. Subcontracts

The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. Conduct

1. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

a. The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 84.42, 570.489(h), and 570.611, which include (but are not limited to) the following:

b. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

c. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

d. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

e. The Contractor shall include these conflict of interest provisions in all subcontracts.

3. Lobbying

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

4. Religious Activities and Faith-Based Organizations

a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this contract. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

b. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

SECTION 22. FRAUD, ABUSE, AND MISMANAGEMENT

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 23. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 24. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

SECTION 25. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 3 of this contract:

1. Exhibit A, Performance Statement, 2 Pages
2. Exhibit B, Budget, 1 Page
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Applicable Laws and Regulations, 3 Pages
5. Exhibit E, Certifications, 2 Pages

SECTION 26. VENUE

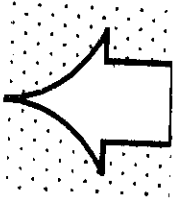
For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

Signed:



John Horn, County Judge
County of Hunt

9-4-2013
Date



Approved and accepted on behalf of the Texas Department of Agriculture.

Drew DeBerry, Deputy Commissioner
Texas Department of Agriculture

Date

EXHIBIT A

CONTRACT NUMBER 713006

PERFORMANCE STATEMENT

COUNTY OF HUNT

Contractor shall carry out the following activities in the target area identified in its 2013 Texas Small Towns Environment Program (STEP) application. Project activities using contract funds shall be undertaken by Contractor using Texas STEP self-help methods approved by the Department. The STEP threshold requirement of achieving a minimum of forty percent (40%) savings off the retail price of the project construction activities as certified in the application shall be maintained throughout the project. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

Water Improvements

Volunteers shall provide first-time water access to eighteen (18) homes in the unincorporated community of Dixon. Contractor shall install approximately four thousand two hundred linear feet (4,200 l.f.) of six-inch (6") water line, approximately four hundred linear feet (400 l.f.) of bore, four (4) hydrants, valves and fittings, and all associated appurtenances. Construction shall take place in the following locations:

STREET	FROM	TO
CR 3114	State Hwy 69	End
PR 3344	CR 3114	End
PR 3346	PR 3344	End
PR 3347	CR 3114	End

These activities shall benefit forty-four (44) persons, of which thirty-two (32) or seventy-three percent (73%) are of low to moderate income.

Contract labor shall be utilized for completion of specialized work, which includes approximately one hundred fifty linear feet (150 l.f.) of road boring. Equipment rental for a trencher shall be utilized for this project. Equipment rental for use on this project may take place on an hourly basis for actual project time if approved by the Department and documented as required. Residents will be served by the Cash Special Utility District (SUD).

Rehabilitation: Single-Unit Water Service

Volunteers shall provide first-time water service to fifteen (15) homes in the unincorporated community of Dixon. Contractor shall install fifteen (15) water yard service lines and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as low-to-moderate income. Construction shall take place in the following locations:

STREET	FROM	TO
CR 3114	State Hwy 69	End
PR 3344	CR 3114	End
PR 3346	PR 3344	End
PR 3347	CR 3114	End

These activities shall benefit thirty-two (32) persons, of which thirty-two (32) or one hundred percent (100%) are of low to moderate income.

Equipment rental for a trencher shall be utilized for this project. Equipment rental for use on this project may take place on an hourly basis for actual project time if approved by the Department and documented as required. Residents will be served by the Cash Special Utility District (SUD).

Engineering

Contractor shall ensure that the amount of the Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Administration

Contractor shall ensure that the amount of the Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

EXHIBIT B

CONTRACT NUMBER 713006

BUDGET

COUNTY OF HUNT

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$85,003	\$0	\$85,003
Water Improvements - Construction	\$67,003	\$0	\$67,003
Water Improvements - Engineering	\$15,000	\$0	\$15,000
Water Improvements - Acquisition	\$3,000	\$0	\$3,000
14A Rehab; Single-Unit Residential Water - Total	\$35,347	\$0	\$35,347
Rehab; Single-Unit Residential - Construction	\$35,347	\$0	\$35,347
21A General Program Administration - Total	\$19,760	\$0	\$19,760
TOTALS	\$140,110	\$0	\$140,110

EXHIBIT C

CONTRACT NUMBER 713006

PROJECT IMPLEMENTATION SCHEDULE

COUNTY OF HUNT

CONTRACT START DATE
August 15, 2013

CONTRACT END DATE
August 14, 2015

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	10/15/2013
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	12/15/2013
Plans and Specifications Completed	Month 6	02/15/2014
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	02/15/2014
Environmental Review Completed	Month 6	02/15/2014
Clearance of Pre-Construction Special Conditions	Month 8	04/15/2014
Wage Rate 10-Day Confirmation	Month 8	04/15/2014
Construction Contract Awarded & Executed	Month 9	05/15/2014
Construction - 50% TxCDBG project complete	Month 14	10/15/2014
Construction - 50% TxCDBG funds requested from Department	Month 15	11/15/2014
Construction - 75% TxCDBG project complete	Month 17	01/15/2015
Construction - 75% TxCDBG funds requested from Department	Month 15	02/15/2015
Construction - 90% TxCDBG project complete	Month 19	03/15/2015
Construction - 90% TxCDBG funds requested from Department	Month 20	04/15/2015
Construction & Final Inspections Completed	Month 20	04/15/2015
End Date of Contract	Month 24	08/14/2015
Close-out documents submitted to Department (60 days after End Date)	Month 26	10/13/2015
⁽¹⁾ See TxCDBG Project Implementation Manual		

EXHIBIT D

APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the Act and Regulations specified in Section 3 of this contract and with the OMB Circular and federal regulations specified in Section 6 of this contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by the Contractor under this contract including but not limited to the laws and regulations specified in Sections I through VI of this Exhibit D.

I. CIVIL RIGHTS

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

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

Executive Order 11063, as amended by Executive Order 12259, and 24 CFR Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

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

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Sec. 3141 et seq.);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 3701 et seq.);

The Copeland "Anti-Kickback" Act (15 U.S.C. Sec. 874).

III. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by the Department thereunder.

IV. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 (below). The responsible entity must

certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) Historic Properties

- (1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2).
- (2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921).
- (3) Federal historic preservation regulations as follows: 36 CFR part 800 with respect to HUD programs.
- (4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

- (1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and Part 58, see §55.10 of this subtitle A.)
- (2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961),

(c) Coastal Zone Management

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

(d) Sole source aquifers

- (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e) (42 U.S.C. 300h-3(e)).
- (2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149).

(e) Endangered species

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

(f) Wild and scenic rivers

- (1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

- (1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).
- (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

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

(2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3).

(2) (i) Also, it is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.

(ii) The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph (i)(2)(i) of this section.

(iii) Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

(iv) The responsible entity shall use current techniques by qualified professionals to undertake investigations determined necessary.

(j) Environmental justice

Executive Order 12898 of February 11, 1994 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629).

(k) Other requirements See 24 CFR Part 58.6.

V. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et seq.), 24 CFR Part 42, and 24 CFR Section 570.606.

VI. FAITH-BASED ACTIVITIES

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

EXHIBIT E
CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE COUNTY OF HUNT, THAT;

- (1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;
- (2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;
- (3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;
- (4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).
- (5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.
- (6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NON-VIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

COUNTY OF HUNT

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

TEXAS DEPARTMENT OF AGRICULTURE
CONTRACT NO. 713006 FOR
COMMUNITY DEVELOPMENT PROGRAMS

12,886
FILED FOR RECORD
at 9:15 o'clock A M
OCT 14 2013
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By [Signature]

STATE OF TEXAS §
COUNTY OF TRAVIS §

SECTION 1 PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture, an agency of the State of Texas, referred to as the "Department," and the County of Hunt, referred to as the "Contractor." The parties have severally and collectively agreed and by the execution are bound to the mutual obligations and to the performance and accomplishment of the described tasks.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on August 15, 2013, and shall terminate on August 14, 2015, unless otherwise specifically provided by the terms of this contract.

SECTION 3. CONTRACTOR PERFORMANCE

The Contractor shall conduct, in a satisfactory manner as determined by the Department, a community development program, referred to as CDBG, in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), referred to as the Act. The Contractor shall perform all activities in accordance with the terms of the Performance Statement, referred to as Exhibit A; the Budget, referred to as Exhibit B; the Project Implementation Schedule, referred to as Exhibit C; the Applicable Laws and Regulations, referred to as Exhibit D; the Certifications, referred to as Exhibit E; the assurances, certifications, and all other statements made by the Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract. The Contractor shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to this Department. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs.

The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities as shown in Exhibit C. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the end of the month specified on the schedule in Exhibit C. These key activities include Procurement of Professional Services Completed, 4-Month Conference Call/Meeting Completed, Plans and Specifications Completed/Submitted for Approval, Environmental Review Completed, Clearance of Pre-Construction Special Conditions, Wage Rate 10-Day Confirmation, Construction Contract Awarded & Executed, Construction - 50 percent of TxCDBG project complete, Construction - 50 percent of TxCDBG funds requested from the Department; Construction - 75 percent of TxCDBG project complete, Construction - 75 percent of TxCDBG funds requested from the Department, Construction - 90 percent of TxCDBG project complete, Construction - 90 percent of TxCDBG funds requested from the Department, Construction & Final Inspections Completed, and Close-out documents submitted to the Department.

SECTION 4.

DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, the Department shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract by the Contractor, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties that the Department's obligations under this Section 4 are contingent upon the actual receipt of adequate state or federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify the Contractor in writing within a reasonable time after such fact is determined. Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid to the Contractor or is subject to payment to the Contractor, or has been reimbursed to the Contractor or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 6 (A) of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.
5. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this contract.
6. The Department shall not be liable for costs incurred or performances rendered by the Contractor after termination of this contract, unless the Contractor receives written approval from the Department and they are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract.
7. The Department shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not submitted to the Department within ninety days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 16 of this contract shall be billed to the Department within twelve months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all reserved funds not requested under this subsection.

B. Excess Payments

The Contractor shall refund to the Department any sum of money which has been paid to the Contractor by the Department, which the Department determines has resulted in overpayment to the Contractor, or which the Department determines has not been spent by the Contractor strictly in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Department within thirty (30) calendar days after such refund is requested by the Department.

C. Limit of Liability

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by the Department under this contract shall not exceed the sum of One Hundred Forty Thousand One Hundred Ten and No/100 Dollars (\$140,110).

SECTION 5. PAYMENT

A. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form and State of Texas Purchase Voucher, as specified by the Department, as often as actually needed. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

B. The Contractor's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. The Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from the Department to the Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the Regulations in Exhibit D and for matters not addressed therein, with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule"), as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"), in performing this contract. The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by UGCMS and this contract.

B. The Contractor shall comply with the requirements set forth in 24 CFR Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this contract.

1. The Contractor shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this contract, and the Contractor shall provide reports of program income to the Department with each form submitted by the Contractor in accordance with Section 5 of this contract, and at the termination of this contract.

2. Program income earned by the Contractor during the period of this contract shall be retained by the Contractor and utilized by the Contractor to fund performances specified in this contract, in the manner specified, prior to requesting additional funds from the Department.

3. At least sixty (60) days prior to the termination of this contract, the Contractor shall submit a plan to the Department for its approval which specifies the manner in which the Contractor proposes to use any unexpended program income earned under this contract to continue the performance specified in this contract in the manner specified. Any program income earned by the Contractor from this contract, prior to the establishment and approval of a Revolving Loan Fund plan by the Contractor must be returned to the Department. In the event the Department does not approve the plan submitted by the Contractor, the Contractor shall return such program income to the Department within thirty (30) working days after receipt of the Department's notification of disapproval.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. The Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in accordance with OMB Circular A-87, 24 CFR 570.490, and the provisions of this contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract. The Contractor shall retain such records, and any supporting documentation, for the greater of: (i) three years after close-out of the grant from the U.S. Department of Housing and Urban Development to the State of Texas (not the closeout of this contract); (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; or (iii) a date consistent with the period required by other applicable laws and regulations as described in 24 CFR 570.487 and 570.488.

B. The Contractor shall give the United States Department of Housing and Urban Development (HUD), the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552).

C. The Contractor shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. The Contractor shall submit to the Department such reports on the operation and performance of this contract as may be required by the Department including but not limited to the reports specified in this Section 8.

B. The Contractor shall submit to the Department no later than the twentieth (20th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress, in narrative form, of all construction and non-construction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by the Department and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

C. The Contractor shall submit a Certificate of Expenditures to the Department no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by the Department. The Certificate of Expenditures shall be in a format prescribed by the Department and shall be accompanied by a final Project Completion Report of all activities performed under this contract.

D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties that if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by the Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

E. The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

SECTION 9. MONITORING

The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring reports note deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 15 of this contract.

SECTION 10. INDEMNIFICATION

It is expressly understood and agreed by the parties that the Department is contracting with the Contractor as an Independent Contractor, and that the Contractor, as such, agrees to the extent allowed by law to hold the Department harmless and to indemnify the Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has verified the subcontractor's eligibility under the federal Excluded Parties List System (EPLS), or its planned successor: the System for Award Management, and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under Section 11 does not constitute adoption, ratification, or acceptance of the Contractor's or subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

C. The Contractor shall comply with 24 CFR 85.36, this contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this contract.

D. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 12. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Department for any money it has received from the Department for performance of the provisions of this contract, if the Department has suspended or terminated this contract for reasons enumerated in this Section 12.

SECTION 13. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out the performance of any subcontract; and 2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 14. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the Act, the Regulations of the Department, assurances and certifications made to the Department by the Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department of any obligation specified in Section 4 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 14, the Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this contract as specified in Section 4 (C);
2. The transfer will not change the scope or objective of the projects funded under this contract; and
3. The Contractor submits a budget revision report to the Department, on a form specified by the Department, simultaneously with the submission of the Contractor's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 15. SUSPENSION OR TERMINATION

A. The Department may suspend or terminate this contract, in whole or in part, and withhold further payments to the Contractor, if the Contractor materially fails to comply with any terms of this contract, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract;
3. Misuse or improper use of funds provided under this contract; or
4. Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect.

B. The Department shall give the Contractor an opportunity to cure the breach or deficiency.

1. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.
2. Contractor must commence cure within 30 days of the date stated on the Department's notice.
3. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.
4. Contractor must complete the cure within 90 days of the Department's notice.
5. Failure to commence cure within 30 days, or failure to complete cure within 90 days will result in the Department's right to immediately terminate the contract.

C. The contract may also be terminated for convenience in whole or in part only as follows:

1. by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

2. by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

D. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor or to the Contractor's creditors for costs incurred after termination of this contract.

E. Notwithstanding any exercise by the Department of its right of suspension or early termination as provided in this Section 15, the Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by the Contractor. The Department may withhold payments to the Contractor until such time as the exact amount of damages due to the Department from the Contractor is agreed upon or is otherwise determined.

SECTION 16. AUDIT

A. The Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. (a) **Audit Required-Federal Awards.** Contractors expending \$500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq., and OMB Circular No. A-133 - Revised as of June 27, 2003, "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, the Department may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 16, "Federal financial assistance" means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in OMB Circular A-133 § __.205 (h) and § __.205 (i). The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) **Audit Required-State Financial Assistance.** Contractors that expended \$500,000 or more in total State Financial Assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single or program specific audit conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and the Uniform Grant Management Standards (UGMS) as adopted June 2004. For purposes of this Section 16, "State Financial Assistance" (or cost reimbursement contract) means assistance that non-state entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, and other assistance, but does not include amounts received as an reimbursement for services rendered to individuals as described in sec. __.205 (f). "State Financial Assistance" (or cost reimbursement contract) is received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State financial assistance also does not include federal awards as defined by OMB Circular A-133.

2. **Audit Expenses.** Notwithstanding Section 4, the Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the Department under this contract, provided however that the Department shall not make payment for the cost of such audit services until the Department has received a satisfactory audit report and invoice, as

determined by the Department, from the Contractor; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services. Therefore, when submitting a request for audit fees reimbursement, the Contractor shall submit an invoice that clearly shows the total cost of the audit and the corresponding prorated charge per funding source. In addition, when applicable, an explanation shall be submitted with the reimbursement request supporting why the percentage of audit fee charges exceeds the percentage amount of TxCDBG funds expended of the total funds expended by the Contractor.

3. If the Contractor meets the single audit expense threshold as described in Subsections A (1) (a) and A (1) (b) of this section, the Contractor shall submit:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department's Single Audit Report Submission Check List (See Audit Certification Form (ACF) packet for check list); and
- One (1) copy of the CPA's Management Letter, (if issued by CPA firm to Contractor), and Management's response to the Department.

The Contractor shall submit the audit package to the Department within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of the Contractor's audit period (i.e., after the Contractor's fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 16 are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone, fax number and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements after paragraphs "A. 1 - 3" of this Section 16, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement will include information indicating if the Contractor has or has not met the \$500,000 expenditure threshold that will require a Single Audit Report in accordance with the Uniform Grant Management Standards, Subpart C-Post Award Requirements, Section .26 Audit, item (d). If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement, a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including the all contracts with the Department and other funding agencies). Failure by the Contractor to submit an ACF or a similar statement or failure to submit a complete ACF or single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

5. Pursuant to Title 34, Part 1, Chapter 20, Subpart I, Rule 20.432(c) of the Texas Administrative Code, "Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant and Contract Management Standards." The Uniform Grant and Contract Management Standards (UGMS) Section IV Subpart D sec. .400 requires "Recipients who are required to have a single audit and receive state or federal awards from more than one state agency shall have a state single audit coordinating agency. The governor's office (beginning September 1, 2011, the Texas Comptroller of Public Accounts) shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Pursuant to 34 T.A.C. § 20.432(c), to have a state single audit coordinating agency designated, the Contractor must submit a written request to

the Comptroller's office. This request must list the state agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit.

B. Notwithstanding Subsection A of this Section 16, the Department reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this contract. The Contractor agrees to permit the Department or its authorized representative to audit the Contractor's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. The Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 16 as the Department may require of the Contractor. Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section 16.

E. The Contractor shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of three years after the date of issuance of the auditor's report to the Contractor. Audit working papers shall be made available upon request to the Department at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

SECTION 17. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor shall assume the responsibility for environmental review, decision-making, and action that would otherwise apply to the Department under 42 U.S.C. § 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor shall comply with the requirements set forth in 24 CFR Part 58 and the TxCDBG Project Implementation Manual, and with the regulations in Exhibit D.

B. The Contractor must complete an environmental review of all project activities prior to obligating TxCDBG funds. The Contractor may not commit or spend either public or private funds (TxCDBG, other Federal or non-Federal funds), or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until the Contractor has received environmental clearance from the Department and, if required, the Contractor has received a release of funds authorization from the Department. However, the Contractor may execute non-legally binding agreements prior to completion of the environmental review process.

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 18. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with Section 570.486 of the Regulations and this contract.

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in Exhibit A, Performance Statement, of this contract.

C. Prior to the programmatic closure of this contract, the Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by the Contractor under this section, the Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and Spanish, if appropriate. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 19. SPECIAL CONDITIONS

A. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of the Contractor's previous fiscal year audit report or certification from the Contractor that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement and accounting for funds provided under this contract. The Department shall specify the content and form of such certification.

B. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Program Implementation Manual.

C. The Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until the Contractor has received the applicable prevailing wage rates in accordance with the TxCDBG Project Implementation Manual.

D. In accordance with Section 15 of this contract, this contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 17 or listed under this Section 19 have begun by such date.

E. Public buildings, facilities, centers, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

“This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.”

F. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract, unless (a) the costs are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract, (b) the costs incurred by the Contractor were for otherwise allowable pre-agreement program costs that were incurred on or after May 1, 2013 and (c) the Contractor complied with all the Department’s requirements applicable to Texas CDBG grants, including all applicable state and federal laws, such as procurement procedures, applicable environmental, labor, civil rights and acquisition requirements, all provisions of this contract, and all applicable TxCDBG policies and procedures.

G. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed previously, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within 60 days after the receipt of notice by the Department to the Contractor that funds must be repaid.

H. The Department will consider an extension of the term of the contract only if the Contractor has requested funds under this contract, in accordance with applicable requirements, from the Department by the end date of the original contract period for activities in Budget categories other than Engineering, Planning & Urban Env. Design, and General Administration as shown in Exhibit B in an aggregate amount of five percent (5%) of the total contract funds in Budget categories other than Engineering, Planning & Urban Env. Design, and General Administration. The Department may allow an extension without receipt of a request in the amount of at least 5 percent as specified in this paragraph if the project involves construction being financed by another state or federal entity that must occur prior to initiation of construction or other project activities financed with Department funds under this contract.

I. The Contractor shall comply with all reporting, submission requirements of the Federal Funding Accountability and Transparency Act, 31 U.S.C. §6101, as well as the reporting and submission requirements of the U.S. Department of Housing and Urban Development as prescribed by the Department.

J. Prior to the Department's release of funds for the construction of the water system improvements described in Exhibit A, Performance Statement, of this contract, the Contractor shall provide certification to the Department that plans, specifications, and related documents for its water system improvements have been prepared by a registered professional engineer and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality review requirements described in Title 30 of the Texas Administrative Code, Chapter 290 (30 TAC 290.39).

K. PROJECT MAPPING/DESIGN INFORMATION AND COPYRIGHT

1. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label shall show the Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

2. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

3. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

SECTION 20. DEBARMENT

A. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall receive the certification provided by the Department from each proposed subcontractor under this contract and its principals.

B. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

A. Civil Rights1. Compliance

The Contractor agrees to comply with all state and local civil rights laws and ordinances, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

a. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

b. The Contractor also agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

3. Section 504

The Contractor agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program.

B. Employment Restrictions1. Prohibited Activity

a. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities; lobbying; inherently religious activities; political patronage; and nepotism activities.

b. The Contractor further agrees that no funds provided under this contract shall be used to directly or indirectly fund or support candidates for public office, or to hire employees for those purposes.

2. Labor Standards

a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

- 1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
- 2) The Contractor shall comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.
- 3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements (regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.
- 4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- 5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.
- 6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. Subcontracts

The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. Conduct

1. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

2. Conflict of Interest

a. The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 84.42, 570.489(h), and 570.611, which include (but are not limited to) the following:

b. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

c. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.

d. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.

e. The Contractor shall include these conflict of interest provisions in all subcontracts.

3. Lobbying

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

4. Religious Activities and Faith-Based Organizations

a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this contract. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

b. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

SECTION 22. FRAUD, ABUSE, AND MISMANAGEMENT

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 23. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 24. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

SECTION 25.

ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 3 of this contract:

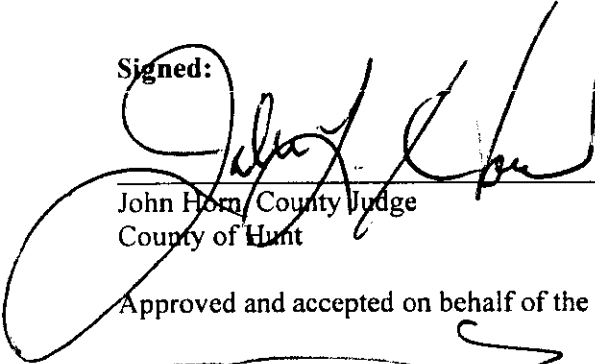
- 1. Exhibit A, Performance Statement, 2 Pages
- 2. Exhibit B, Budget, 1 Page
- 3. Exhibit C, Project Implementation Schedule, 1 Page
- 4. Exhibit D, Applicable Laws and Regulations, 3 Pages
- 5. Exhibit E, Certifications, 2 Pages

SECTION 26.

VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

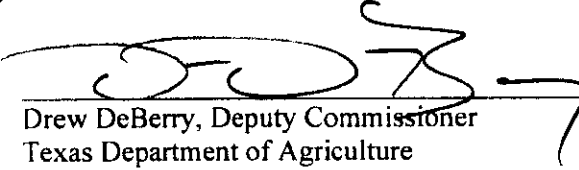
Signed:



John Horn, County Judge
County of Hunt

9-4-2013
Date

Approved and accepted on behalf of the Texas Department of Agriculture.



Drew DeBerry, Deputy Commissioner
Texas Department of Agriculture

10-4-13
Date

EXHIBIT A

CONTRACT NUMBER 713006

PERFORMANCE STATEMENT

COUNTY OF HUNT

Contractor shall carry out the following activities in the target area identified in its 2013 Texas Small Towns Environment Program (STEP) application. Project activities using contract funds shall be undertaken by Contractor using Texas STEP self-help methods approved by the Department. The STEP threshold requirement of achieving a minimum of forty percent (40%) savings off the retail price of the project construction activities as certified in the application shall be maintained throughout the project. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

Water Improvements

Volunteers shall provide first-time water access to eighteen (18) homes in the unincorporated community of Dixon. Contractor shall install approximately four thousand two hundred linear feet (4,200 l.f.) of six-inch (6") water line, approximately four hundred linear feet (400 l.f.) of bore, four (4) hydrants, valves and fittings, and all associated appurtenances. Construction shall take place in the following locations:

STREET	FROM	TO
CR 3114	State Hwy 69	End
PR 3344	CR 3114	End
PR 3346	PR 3344	End
PR 3347	CR 3114	End

These activities shall benefit forty-four (44) persons, of which thirty-two (32) or seventy-three percent (73%) are of low to moderate income.

Contract labor shall be utilized for completion of specialized work, which includes approximately one hundred fifty linear feet (150 l.f.) of road boring. Equipment rental for a trencher shall be utilized for this project. Equipment rental for use on this project may take place on an hourly basis for actual project time if approved by the Department and documented as required. Residents will be served by the Cash Special Utility District (SUD).

Rehabilitation: Single-Unit Water Service

Volunteers shall provide first-time water service to fifteen (15) homes in the unincorporated community of Dixon. Contractor shall install fifteen (15) water yard service lines and all associated appurtenances. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as low-to-moderate income. Construction shall take place in the following locations:

STREET	FROM	TO
CR 3114	State Hwy 69	End
PR 3344	CR 3114	End
PR 3346	PR 3344	End
PR 3347	CR 3114	End

These activities shall benefit thirty-two (32) persons, of which thirty-two (32) or one hundred percent (100%) are of low to moderate income.

Equipment rental for a trencher shall be utilized for this project. Equipment rental for use on this project may take place on an hourly basis for actual project time if approved by the Department and documented as required. Residents will be served by the Cash Special Utility District (SUD).

Engineering

Contractor shall ensure that the amount of the Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Administration

Contractor shall ensure that the amount of the Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in Exhibit B, Budget.

EXHIBIT B

CONTRACT NUMBER 713006

BUDGET

COUNTY OF HUNT

<u>Project Activities</u>	<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W Water Improvements - Total	\$85,003	\$0	\$85,003
Water Improvements - Construction	\$67,003	\$0	\$67,003
Water Improvements - Engineering	\$15,000	\$0	\$15,000
Water Improvements - Acquisition	\$3,000	\$0	\$3,000
14A Rehab; Single-Unit Residential Water - Total	\$35,347	\$0	\$35,347
Rehab; Single-Unit Residential - Construction	\$35,347	\$0	\$35,347
21A General Program Administration - Total	\$19,760	\$0	\$19,760
TOTALS	\$140,110	\$0	\$140,110

EXHIBIT C

CONTRACT NUMBER 713006

PROJECT IMPLEMENTATION SCHEDULE

COUNTY OF HUNT

CONTRACT START DATE
August 15, 2013

CONTRACT END DATE
August 14, 2015

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	10/15/2013
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	12/15/2013
Plans and Specifications Completed	Month 6	02/15/2014
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	02/15/2014
Environmental Review Completed	Month 6	02/15/2014
Clearance of Pre-Construction Special Conditions	Month 8	04/15/2014
Wage Rate 10-Day Confirmation	Month 8	04/15/2014
Construction Contract Awarded & Executed	Month 9	05/15/2014
Construction - 50% TxCDBG project complete	Month 14	10/15/2014
Construction - 50% TxCDBG funds requested from Department	Month 15	11/15/2014
Construction - 75% TxCDBG project complete	Month 17	01/15/2015
Construction - 75% TxCDBG funds requested from Department	Month 15	02/15/2015
Construction - 90% TxCDBG project complete	Month 19	03/15/2015
Construction - 90% TxCDBG funds requested from Department	Month 20	04/15/2015
Construction & Final Inspections Completed	Month 20	04/15/2015
End Date of Contract	Month 24	08/14/2015
Close-out documents submitted to Department (60 days after End Date)	Month 26	10/13/2015
⁽¹⁾ See TxCDBG Project Implementation Manual		

EXHIBIT D

APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the Act and Regulations specified in Section 3 of this contract and with the OMB Circular and federal regulations specified in Section 6 of this contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by the Contractor under this contract including but not limited to the laws and regulations specified in Sections I through VI of this Exhibit D.

I. CIVIL RIGHTS

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

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

Executive Order 11063, as amended by Executive Order 12259, and 24 CFR Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

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

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Sec. 3141 et seq.);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 3701 et seq.);

The Copeland "Anti-Kickback" Act (15 U.S.C. Sec. 874).

III. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by the Department thereunder.

IV. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 (below). The responsible entity must

certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) Historic Properties

- (1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2).
- (2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921).
- (3) Federal historic preservation regulations as follows: 36 CFR part 800 with respect to HUD programs.
- (4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

- (1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and Part 58, see §55.10 of this subtitle A.)
- (2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961),

(c) Coastal Zone Management

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

(d) Sole source aquifers

- (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300f *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e)).
- (2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149).

(e) Endangered species

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

(f) Wild and scenic rivers

- (1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

- (1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).
- (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

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

(2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

- (1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3).
- (2) (i) Also, it is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
(ii) The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph (i)(2)(i) of this section.
(iii) Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.
(iv) The responsible entity shall use current techniques by qualified professionals to undertake investigations determined necessary.

(j) Environmental justice

Executive Order 12898 of February 11, 1994 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629).

(k) Other requirements See 24 CFR Part 58.6.

V. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et seq.), 24 CFR Part 42, and 24 CFR Section 570.606.

VI. FAITH-BASED ACTIVITIES

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

EXHIBIT E

CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE COUNTY OF HUNT, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. SEC 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NON-VIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

COUNTY OF HUNT

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

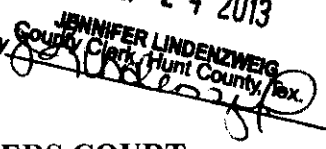
(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

STATE OF TEXAS §
§
COUNTY OF HUNT §

RESOLUTION # 12,887

FILED FOR RECORD
at 8:30 o'clock P M
SEP 24 2013
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By: 

**A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT
FOR REIMBURSEMENT WITH INTENT TO FINANCE EXPENDITURES TO
BE INCURRED.**

WHEREAS, Hunt County, Texas (the "County") is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations; and

WHEREAS, the County will make, or has made not more than 60 days prior to the date hereof, payments with respect to the design, construction, renovation and improvement to the Hunt County Courthouse, including the exterior stairs and entry ways to the Courthouse (the "Financed Project"); and

WHEREAS, the County has concluded that it does not currently desire to issue obligations to finance the costs associated with the Financed Project; and

WHEREAS, the County desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the County reasonably expects to issue obligations to reimburse itself for the costs associated with the Financial Project

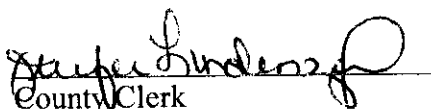
NOW, THEREFORE, IT IS HEREBY RESOLVED that:

Section 1. The County reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof.

Section 2. The County reasonably expects that the maximum principal amount of obligations issued to reimburse the County for the costs associated with the Financed Project will be \$1,000,000.

ADOPTED this 24th day of September, 2013.

Attest:


County Clerk

[Handwritten Signature]

Judge Horn

[Handwritten Signature]

Commissioner Evans

[Handwritten Signature]

Commissioner Atkins

[Handwritten Signature]

Commissioner Martin

[Handwritten Signature]

Commissioner Latham



Attest:

[Handwritten Signature]

County Clerk

FILED FOR RECORD
at 2:50 o'clock P M
SEP 24 2013
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
BY [Signature]

#12,894

*Hunt County Holiday Schedule
2014*

January 1	New Year's Day	Wednesday
January 20	Martin Luther King Day	Monday
April 18	Good Friday	Friday
May 26	Memorial Day	Monday
July 4	Independence Day	Friday
September 1	Labor Day	Monday
November 11	Veteran's Day	Tuesday
November 27 & 28	Thanksgiving Holiday	Thurs. & Fri.
December 24, 25 & 26	Christmas Holiday	Wed. Thurs. & Fri