

- b. Authorize Citizen Participation Plan, Policy of Nondiscrimination, Section 504 Grievance Procedures and Self-Evaluation Review Form.
- c. Authorize Fair Housing, Nondiscrimination Public Notices for publication at a later date.
- 9. **Notarized Authorization to Release Confidential Information Relating to Community Development Block Grant Contract** – This form allows us to request information from the state regarding this contract.

Please be sure to send GrantWorks copies of any and all correspondence you receive from the state regarding the grant since they may not necessarily send a copy to us. The enclosed file set is to store project documents throughout the contract period. As documents and other items arrive at your office, please feel free to file them according to the enclosed filing guide. If you're not sure where something goes or would rather have us file it for you, just place it in the red folder in the front of the file and we'll take care of it when GrantWorks staff is in town. Please let me know if you have any questions or concerns.

Thanks!



Katie Falgoust
Community Development Project Manager

GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS 8TH DAY OF DECEMBER 2014 BY AND BETWEEN JOHNSON COUNTY, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services"

I. SCOPE OF BASIC SERVICES

Consultant agrees to render Client grant administration services for Client's 2014 Program Year Texas Community Development Block Grant Program Contract Number 7214241 - Community Development Fund (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than upon receipt by the Client of an executed Contract between the Client and the Department. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project is administratively closed, as defined by Department, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Fifty-Five Thousand and no/100 Dollars, (\$55,000.00) in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices and receipt of grant funds by Client. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

1	Establish files, record keeping system, and accounting system, complete Fair Housing/EEO/Section 504 activities and LSO appointment	\$11,000.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	\$8,250.00
3	Complete Start of Construction Documents	\$19,250.00
4	25% of Grant funds Requested and Admin. Activities* To Date	\$5,500.00
5	75% of Grant funds Requested and Admin. Activities* To Date	\$5,500.00
6	Submit Project Completion Report and Administrative Closure	\$5,500.00
	Contract Amount	\$55,000.00

*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration Services.

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by the Client at an hourly rate of Seventy-five and no/100 Dollars (\$75.00).
1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
 2. Reassessment of the environmental assessment procedures, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.

3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
 4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
 6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
 7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 8. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 9. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third party professional including but not limited to accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement 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 reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client 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.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. 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 the county in which Client's primary office is located.
- B. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not, and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.

- C. Severability. 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 be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. 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 attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of 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 outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Primary Contact. The Client's contact person with the Consultant shall be the County Judge.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the Department. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement.
- L. Alternative Dispute Resolution. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or

Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.

M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions" and "Part III Scope of Basic Services," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756**

**Johnson County
Johnson County Courthouse, 2 N Main St,
Room 120
Cleburne, Texas 76033**



BY: _____
**Bruce J. Spitzengel
President**

BY: _____
County Judge 1-12-15

ATTEST:

BY: _____
County Clerk



**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
4. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
5. **TERMINATION OF AGREEMENT FOR CAUSE.** If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
6. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
7. **INTEREST OF MEMBERS OF CLIENT.** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client 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 Agreement, and Client shall take appropriate steps to assure compliance with this requirement.

8. **INTEREST OF CONSULTANT AND EMPLOYEES.** The Consultant covenants that it 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 its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Consultant to perform services under this Agreement.
9. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
 - A. **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, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **SECTION a109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.** No person in the United States shall on the ground of race, color, national origin, creed, 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.
 - C. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Consultant 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 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 Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.
 - ii. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
 - iii. The Consultant will cause the foregoing provisions in this Section to be inserted in all subcontracts for any work covered by this Agreement 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.
 - iv. The Consultant will include the provisions i. through iii. in every subcontract or purchase order unless exempted.
10. **"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES.**
 - A. The work to be performed under this Agreement 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 Agreement 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. 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to 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 Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action 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 Client shall 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 terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the 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, 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.

11. SECTION 503 (IF \$2,500 OR OVER) AFFIRMATIVE ACTION FOR INDIVIDUALS WITH DISABILITIES:

- A. The parties will not discriminate against a qualified individual on the basis of disability. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability 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 for training, including apprenticeship.
- B. The contractor agrees to comply with applicable 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 applicable rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation to take affirmative action

to employ and advance in employment qualified individuals with disabilities for employment, and the rights of applicants and employees.

- 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 individuals with disabilities and to treat qualified individuals without discrimination on the basis of their physical or mental disability.
- 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.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF BASIC SERVICES**

Note: Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

A. General Administration

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG) - Project Implementation Manual (PIM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture - Office of Rural Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Assist Client in meeting all special condition requirements identified in the Department contract.
7. Prepare and submit to Department Client's required Quarterly Progress Report and Financial Interest Report.
8. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
9. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.*
10. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

B. Financial Management

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

C. Environmental Review*

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

D. Basic Acquisition Activities**

1. Prepare required acquisition report(s).
2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.

E. Construction Phase Management—Force Account (if required)*

1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor.
2. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out Texas CDBG contract activities.
3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.

F. Construction Phase Management—Bid/Contract Type (if required)

1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
3. Provide assistance to or act as local labor standards officer for this project.
4. Select and verify wage rate with Department.
5. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
6. Make ten-day call to Department.
7. Verify construction contractor and any subcontractors for eligibility.
8. Submit start of construction documents to Department.
9. Attend (conduct if necessary) pre-construction conference and prepare minutes.
10. Review weekly payrolls and conduct compliance follow-ups.
11. Submit any additional classifications to Department.
12. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
13. Request from engineer and upon receipt process and submit change orders to Department.
14. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.

G. Construction Phase Management—Housing Rehabilitation/On-Site Sewage Facility (if required)

1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity, minimum wage and overtime pay requirements
2. Develop/edit Housing/OSSF Program Guidelines
3. Coordinate with client personnel on guidelines, process/procedures
4. Publicize and conduct program applicant in-take sessions
5. Review program applications for eligibility
6. Track then score/rank completed, eligible participant applications for Client approval
7. Develop/coordinate applicant agreements
8. Coordinate procurement of third-party experts as needed (lead paint, soil/site evaluator)
9. Coordinate with local officials as needed (inspection, permitting)
10. Develop bid packages
11. Verify construction contractor and any subcontractors for eligibility with Department
12. Conduct pre-construction conferences
13. Process and submit change orders to Client and Department
14. Conduct (Housing) or coordinate (OSSF) required inspections
15. Obtain final permit/inspection reports and submit to Department

H. Service Line Replacement on Private Property (if required)

1. Assist Client in establishing local program guidelines.
2. Prepare proposed guidelines for review by Client and Department.
3. Prepare resolution for Client adopting local program guidelines.

I. Equal Opportunity/Fair Housing

1. Maintain documentation of all project beneficiaries by ethnicity and gender.
2. Prepare Section 3 and Affirmative Action Plan.
3. Prepare all Section 504 requirements.
4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.

5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

J. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including Performance Report, Beneficiary Report, Financial Interest Reports,, documentation of fair housing activities and Certificate of Completion.
2. Assist Client in responding to any monitoring findings and resolving any third party claims.
3. Provide auditor with Texas CDBG audit guidelines.

*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

**Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.

Additional General Terms Regarding Third-Party Services

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Party Service Providers") or is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Party Service Providers' work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by third parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance of Consultant described in this Agreement based on the provision of information to third parties shall be based on information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

For Comptroller's Use Only

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Type

Contract #7214241

SECTION 1	<input checked="" type="checkbox"/> New setup (Sections 2, 3, 5 and 6) <input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6) <input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)

Payee Identification

SECTION 2	Payee type <input type="checkbox"/> State employee <input checked="" type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Texas Identification Number (TIN) <input checked="" type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Social Security Number (SSN) *	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	Mail code (If not known, leave blank.) _____
	Payee name Johnson County, Texas		Phone number 817-556-6359 ext. _____	
	Mailing address 2 N Main St, Room 120	City Cleburne	State Tx	ZIP code 76033

New Account Information (Setups and Changes) (Completion by financial institution is recommended.)

SECTION 3	Financial institution name First Financial Bank	City Cleburne	State Tx
	Routing transit number (9 digits) 1113-0112-2	Customer account number (maximum 17 characters) 0176198	Type of account <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
	Financial representative name (optional) _____	Title (optional) _____	
	Financial representative signature (optional) _____	Phone number (optional) _____	Date (optional) _____

Existing Account Information (Changes Only)

SEC 4	Routing transit number (9 digits) _____	Customer account number (maximum 17 characters) _____	Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings
--------------	--	--	---

International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).
--------------	--

Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature sign here	Printed name _____	Date _____

Cancellation by Agency (for state agency use)

SEC 7	Reason _____	Date _____
--------------	-----------------	---------------

Authorized Signature (for state agency use)

SECTION 8	Signature sign here	Date _____
	Phone number _____	Agency number 551
	Agency name Texas Department of Agriculture	
	Comments _____	

Please return your completed form to:

Texas Department of Agriculture
 Accounts Payable/Direct Deposit Program
 1700 North Congress Avenue
 Austin, TX 78701-1436

Phone: 512-463-7476

Instructions for Direct Deposit Authorization

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. To request information for review or to request error correction, use the contact information on this form.

Section 1: Transaction Type

Select the appropriate transaction type(s).

Section 2: Payee Identification

Select payee type, provide the Texas Identification Number (TIN), Employer Identification Number (EIN) Social Security Number (SSN)* or Individual Taxpayer Identification Number (ITIN) and enter payee contact information.

***Federal Privacy Act Statement**

Disclosure of your Social Security number is required and authorized under law, for the purpose of tax administration and identification of any individual affected by applicable law, 42 U.S.C. sec. 405(c)(2)(C)(i); Texas Govt. Code Sections 403.011, 403.056, and 403.078. Release of information on this form in response to a public information request will be governed by the Public Information Act, Chapter 552, Government Code, and applicable federal law.

Section 3: New Account Information (Needed for setups and changes)

Completion by financial institution is recommended.

Important: Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.

Prenote Test:

A prenote test will be sent to your financial institution for the account information provided. The prenote test is for a period of six banking days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the six banking day prenote time frame has expired.

Section 4: Existing Account Information (Needed for changes to existing account information)

When requesting a change to your existing direct deposit account information, you must complete Section 4 with the existing account information for verification purposes. This measure will help the paying state agency verify accuracy of the requested change.

Any change to banking information begins a prenote test period. See explanation in Section 3, above.

Section 5: International Payments Verification

Check "YES" or "NO" to indicate if direct deposit payments to the account information designated in Section 3 of this form will be forwarded to a financial institution outside the United States. If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

Section 6: Authorization for Setup, Changes or Cancellation

Must be completed in its entirety, and no alterations to the authorization language will be accepted.

For State Agency Use

Section 7: Cancellation by Agency

Provide reason for cancellation request.

Section 8: Authorized Signature

For state agency use only.

A701

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


Grant Recipient: Johnson County Contract No: 7214241

I, Roger Harmon, County Judge hereby appoint Katie Falgoust
(Print Mayor/County Judge) (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:	Katie Falgoust, GrantWorks, Inc.				
Address:	2201 Northland Dr.				
City:	Austin	State:	TX	Zip:	78756-1117
Telephone Number:	(512) 420-0303	Fax Number:	(512) 420-0302		
Email Address:	katief@grantworks.net				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature:  Date: _____
(Labor Standards Officer)

Appointed by: Roger Harmon Title: County Judge
(Print Mayor/County Judge)

Signature:  Date: 1-12-15
(Mayor/County Judge)

Employee Interview Designation Form

Supplemental form to A701
(Labors@TexasAgriculture.gov)


Grant Recipient: Johnson County Contract No: 7214241

I, Roger Harmon, County Judge hereby authorize the following individuals to assist the
(Print Mayor/County Judge)

Labor Standards Officer in conducting Davis-Bacon employee interviews on all construction projects for the aforementioned contract in order to assure compliance with all labor requirements under Chapter 7 of the TxCDBG Project Implementation Manual.

Adam Schragin	Anthony Covacevich	Betty Collier	Brenna Minor	Bruce Spitzengel
Carlos Beceiro	Chuck Lucas	Cloy Richards	Cristal Funderburk	Donna Johnson
Emily Phalan	Gary Smith	Janice Southworth	Jay Francis	Jeff Carrillo
Jerry Caravajal	Kathy Boyles	Katie Dushkin	Katie Falgoust	Kelle Odom
Kirk Dibbens	Laura Betancourt	Lauren Kotwal	Liz Nguyen	Martha Arosemena
Martha Drake	Mary Alice Smith	Michele Goerke	Mirenda-White Harris	Nate Buckley
Oralia Cardenas	Regan Lenehan	Sarah Kobetis	Selena Kuglin	Shirleen Bonacci
Tina Lewis	Veronica Escalante	Vicki Spiess	Zac Gibson	

Appointed by: Roger Harmon Title: County Judge
(Print Mayor/County Judge)

Signature:  Date: 1-12-15
(Mayor/County Judge)

Limited English Proficiency Plan

Grant Recipient:	Johnson County
Community Population:	141,870
Population with Limited English Proficiency:	5.3%
Languages spoken by more than 5% of population per ACS:	Spanish

Program activities to be accessible to LEP persons:

- Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
- Publications regarding environmental reviews, civil rights, and other program requirements
- Other program documents:
Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:

- Translation services: Available upon request.
- Interpreter services: Available upon request with prior notice.
- Other resources:

Language Assistance to be provided:

- Translation (oral and/or written) of advertised notices and vital documents for:
Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.
- Referrals to community liaisons proficient in the language of LEP persons
Spanish-speaking liaisons are available upon request.
- Public meetings conducted in multiple languages:
Available upon request with two days advance notice.
- Notices to recipients of the availability of LEP services:
Included in translated notices.
- Other services:


Signature - Civil Rights Officer or Chief Local Official

1-12-15



TxCDBG Initial Acquisition Report Form A600

Grant Recipient Name: Contract Number: Region:

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

1. Is acquisition of real property (including acquisition already completed) required to complete the project described in the TxCDBG contract performance statement. (Answer **Yes** or **No**):

No, acquisition activity is not 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.

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.

Printed Name Title
Signature of Chief Local Official Date

Please note that complete acquisition records remain subject to compliance review during interim and close-out monitoring.

Reviewer: _____ Approval Date: _____

- TDA accepts the initial acquisition report and grants approval to proceed with involuntary acquisition procedures.
- TDA accepts the initial acquisition report and grants approval to waive appraisal requirements based on the Grant Recipient's certification of anticipated property value.

A1008



Designation Form for Civil Rights Officer



City/County: Johnson County TxCDBG Contract #7214241
Address: Johnson County Courthouse
2 N Main St, Room 120
Cleburne, TX 76033


Telephone Number: (817) 556-6360

I, Roger Harmon, County Judge, do hereby appoint the County Judge, as the Civil Rights Officer for Johnson County

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the Johnson County as required by the Texas Community Development Block Grant Program Contract No. 7214241.

The Civil Rights Officer is responsible for adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed on Exhibit E of the TxCDBG contract.

Civil Rights Officer: 
(Signature)


Appointed by:  Date: 1-12-15
Roger Harmon, County Judge

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

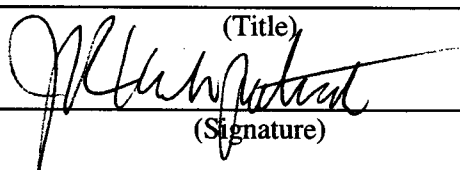
Grant Recipient: Johnson County

TxCDBG Contract No. 7214241

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

<u>Roger Harmon</u> (Name)	_____
<u>County Judge</u> (Title)	_____
 (Signature)	_____
<u>1-12-15</u>	_____

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *State of Texas Purchase Voucher* (Form A204) and the *Request for Payment Form* (Form A203)—(At least two (2) Signatories required).

<u>J.R. "Kirk" Kirkpatrick</u> (Name)	_____
<u>County Auditor</u> (Title)	_____
 (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.

**JOHNSON COUNTY
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Community Development Block Grant Program (TxCDBG) Complaint System, 10 T.A.C. Sec. 1.11 and 1.13. Citizens can obtain a copy of these procedures at Johnson County Judge's Office, Johnson County Courthouse, 2 N Main St, Room 120, Cleburne, TX 76033, (817) 556-6360, during regular business hours.

Below are the formal complaint procedures to allow for investigation of complaints received about the quality of services provided under the Texas Community Development Block Grant Program (TX CDBG) project.

- (1) A person who has a comment or complaint about the quality of services or activities proposed for funding by the TX CDBG may submit such comment or complaint in writing to the County Judge.
- (2) A copy of the comment or complaint shall be transmitted by the County Judge to the entity that is the subject of the comment or complaint and to the County Attorney within five (5) calendar days after the date of the comment or complaint was received.
- (3) The County Judge shall complete an investigation of the comment or complaint within ten (10) days to the person who made the comment or complaint. Or, the person who made the comment or complaint shall be notified by the County Judge, in writing, within ten days of when the investigation should be completed.
- (4) If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TX CDBG for their further review and comment.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low and moderate income in developing proposals for the use of TX CDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

- (1) Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- (2) Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to

the hearing. A public hearing held prior to the submission of a TX CDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.

- (3) When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.

The County shall comply with the following citizen participation requirements for the preparation and submission of an application to the Texas Community Development Block Grant Program:

- (1) At a minimum, the County shall hold at least one (1) public hearing prior to developing the application.
- (2) The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for a period of one year or until the project, if funded, is closed out. Such records shall be made available to the public in accordance with Chapter 552, Government Code.
- (3) The public hearing shall include a discussion with citizens as outlined in the applicable TX CDBG application manual to include but not limited to the development of housing and community development needs, the amount of funding available, all eligible activities under the Texas Community Development Block Grant Program, and the use of past TX CDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low and moderate income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the Texas Community Development Block Grant Program:

- (1) The County shall hold a public hearing concerning any substantial change, as determined by TX CDBG, proposed to be made in the use of TX CDBG funds from one eligible activity to another.
- (2) Upon completion of the community development program activities, the County shall hold a public hearing and review its program performance including the actual use of the TX CDBG funds.
- (3) The County shall retain documentation of the hearing notices(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records shall be made available to the public in accordance with Chapter 552, Government Code.



Roger Harmon, County Judge

1-12-15

Date

PUBLIC NOTICE
Johnson County

Fair Housing, It's the Law

To promote fair housing practices, Johnson County encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law. Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market. For more information on fair housing or to report possible fair housing discrimination, call the U.S. Department of Housing and Urban Development's toll-free hotline at 1-800-669-9777.

**POLICY STATEMENT ON PROHIBITING THE USE OF EXCESSIVE FORCE BY
LAW ENFORCEMENT AGENCIES**

Johnson County announces that has adopted a policy prohibiting the use of excessive force by law enforcement personnel within its jurisdiction against an individual engaged in non-violent civil rights demonstrations. This policy is in compliance with Section 519 of Public Law 101-44, 1990 U.S. Department of Housing and Urban Development Appropriations Act.

COMPLAINT AND GRIEVANCE PROCEDURES

Johnson County has adopted complaint and grievance procedures regarding its Texas Community Development Block Grant Programs. These procedures outline the steps for a citizen to follow if she or he wishes to file a written complaint about proposed TX CDBG activity. Johnson County will make every effort to respond fully to such complaints within ten (10) working days. Citizens may obtain a copy of these written procedures at Johnson County Courthouse, 2 N Main St, Room 120, Cleburne, TX 76033 during regular business hours, Monday through Friday, through the mail, or by calling the **County Judge** at (817) 556-6360.

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY STATUS

Johnson County does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. The County Judge of Johnson County, 2 N Main St, Room 120, Cleburne, TX 76033, (817) 556-6360, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR Part 8 dated June 2, 1988).

Equal Employment Opportunity Statement: Johnson County does not discriminate on the basis of color, race, national origin, sex, religion, age or disability in employment or the provision of services.

Este aviso se puede encontrar en inglés y en español en la corte del Condado

Please initial approval



1-12-15

**JOHNSON COUNTY
POLICY OF NONDISCRIMINATION
ON THE BASIS OF HANDICAPPED STATUS**

Johnson County does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

1. Program Participation

The implementing regulations (24 CFR Part 8) indicates that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives federal financial assistance.

2. Communication

The County shall furnish appropriate auxiliary aids where necessary to allow an individual with handicaps an equal opportunity to participate in all Texas Community Development Block Grant Program (TX CDBG) activities. The County shall implement procedures that allow individuals with handicaps to obtain information concerning the existence and location of accessible services, activities, and facilities. Such procedures must ensure, to the maximum extent possible, that individuals with handicaps receive the benefits and services of the program or activity receiving TX CDBG assistance. Examples of auxiliary aids include telecommunication devices for the deaf, audiovisual presentations, interpreters, large letter notices, and posting of notices at a level readable by individuals in wheelchairs. See 24 CFR Sec. 8.6 and 24 CFR Sec. 8.3.

3. Handicapped Accessible Facilities

For all new public building construction, or rehabilitation, the County shall submit plans and specifications to the Texas Department of Licensing and Regulation for review. The Texas Department of Licensing and Regulation is responsible for ensuring that all plans and specifications to the Texas Department of Licensing and Regulation for clearance are included in the Special Conditions of all TX CDBG contracts.

4. Employment

Employment practices are subject to Section 504. The County shall not use any practices that unreasonably limit employment opportunities for individuals with handicaps. The County must also reasonably accommodate the known needs of handicapped employees and applicants.

5. Designation of Responsible Employee

The County Judge
Johnson County Courthouse
2 N Main St, Room 120

Cleburne, Texas 76033

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

6. Grievance Procedures

These are the formal complaint procedures to allow for investigation of complaints received about Section 504 regulations under the Texas Community Development Block Grant Program (TX CDBG) project.

- (1) A person who has a comment or complaint about Section 504 regulations in regards to a program, project, or activity funded by the TX CDBG may submit such comment or complaint in writing to the County Judge.
- (2) A copy of the comment or complaint shall be transmitted by the County Judge to the entity that is the subject of the comment or complaint and to the County Attorney within five working days after the date of the comment or complaint was received.
- (3) An investigation of the comment or complaint shall be completed by the County Judge and the findings, in writing, shall be submitted within ten working days to the person who made the comment or complaint. Or, the person who made the comment or complaint shall be notified by the County Judge, in writing, within ten working days of when the investigation should be completed.

7. Notice

The County shall notify all participants, applicants and employees, unions, or professional organizations holding collective bargaining or professional agreements with the County that they do not discriminate on the basis of handicap in violation of 24 CFR Part 8.



Roger Harmon, County Judge

1-12-15

Date

SECTION 504 SELF-EVALUATION REVIEW FORM

Locality: Johnson County TX CDBG Contract No. 7214241

Brief Description of Project: Sewer Improvements

1. Identify individual(s) responsible for collecting information for the Section 504 Self-Evaluation Review.

The County Judge

2. Identify the individual(s) with handicaps and/or organizations (representing persons with handicaps) that were consulted for the self-evaluation review. Describe how they participated in the self-evaluation review

The County has publicized its policies through public notice and postings and has made copies available to local groups serving handicapped individuals. All comments received, if any, were considered and incorporated into the County's Section 504 policies.

3. Describe Section 504 nondiscrimination notification procedures (example: newspaper advertisements, utility inserts, flyers, postings at public facilities).

The policy shall be included in any bid documents or request for proposal documents for the County's federally funded programs, projects, or activities. In addition, a public notice of the policy shall be published in the local paper.

4. List policies that may limit participation of individuals with handicaps in Contractor programs, projects, and activities.

There are no local policies that would limit participation of individuals with handicaps

5. Identify and list public facilities that limit accessibility.

The restroom facilities at County Courthouse may have some limitations for wheelchair bound individuals. There are areas within the County with no sidewalks or sidewalks that do not comply with ADA guidelines.

6. Describe contractor in-house procedures for circulating information on Section 504 and procedures for staff training on Section 504.

On an annual basis, the County shall disseminate a notification to all supervisory personnel, any consultants, and contractors working on federally funded programs, projects or activities regarding the County's policies on Section 504.

7. Identify Section 504 contractor complaint procedures

A person may submit complaint in writing to the County Judge. A copy of the complaint shall be transmitted to the subject of the complaint and to the County Attorney. An investigation of the complaint shall be completed and the findings, in writing, shall be submitted to the person who made the complaint.

8. Describe Contractor's efforts to ensure compliance of Section 504 by third party contractors (Construction Contractors, Engineers, Administrators etc.)

The policy shall be included in any bid documents or request for proposal documents for the County's federally funded programs, projects, or activities.

9. Describe Contractor's efforts to make documents and publications available to individuals with handicaps (examples: large print, audio tape, Braille, computer disks).

Upon request, the County shall make a reasonable effort to provide any necessary assistance to make documents and publications available to individuals with handicaps in a form suitable to a particular handicap.

10. List special information services that are available (examples: telephone listening devices, information sheet on TDD Relay Texas Service Center for the deaf, interpreters, readers, listening devices, audio visual presentations, automated electronic devices, assistive listening devices, documents in Braille etc.)

The County shall make a reasonable effort to contact local agencies, service organizations, support groups, etc. to obtain special information dissemination services for a particular handicap upon request.

11. List emergency evacuation procedures

The County Judge shall be responsible for completing any emergency evacuations as may be necessary in regards to the Section 504 policies of the County.



Roger Harmon, County Judge

1-12-15

Date

**Notarized Authorization to Release Confidential Information
Relating to Community Development Block Grant Contract 7214241**

I, the Chief Executive Officer and Authorized Representative for the Johnson County, hereby authorize the release by the Texas Department of Agriculture of information that is considered confidential under the Public Information Act relating to Texas Community Development Block Grant contract number 7214241 to employees or officers of the designated grant administrator, GrantWorks, Inc, upon their written request.

This release shall be in effect throughout the contract period and until the close-out letter is issued by the Texas Department of Agriculture, unless rescinded in writing by me or my successor(s).

Roger Harmon County Judge Title 1-12-15 Date
Signature

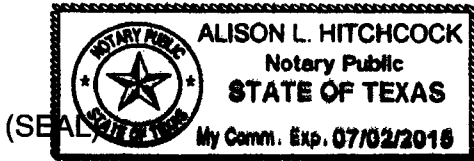
The State of Texas

County of Johnson

Before me, a Notary Public, on this day personally appeared Roger Harmon, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 12th day of January A.D. 2015

Alison L. Hitchcock



Notary Public, State of Texas

Alison L. Hitchcock

Printed Name of Notary Public

My commission expires the 7th day of July, 2015.