

NOV 13 2018

Approved

**REQUEST FOR AGENDA PLACEMENT FORM**

Submission Deadline - Tuesday, 12:00 PM before Court Dates

**SUBMITTED BY:** Rexann Knowles

**TODAY'S DATE:** 11/1/18

**DEPARTMENT:**

COUNTY JUDGE

**SIGNATURE OF DEPARTMENT HEAD:**

X \_\_\_\_\_

**REQUESTED AGENDA DATE:**

November 13, 2018

**SPECIFIC AGENDA WORDING:** Consideration of Community Development Block Grant Start Up Documents (Administration Contract, Notarized Release of Confidential Information Form, Certificate of Interested Parties, Independent Auditor's Report, Depository/Authorized Signatories Designation Form, Direct Deposit Form, Appointment of Labor Standards Officer, Employee Interview Designation Form, TxCDBG Initial Acquisition Report, Designation Form for Civil Rights Officer, Section 504 Self-Evaluation Review Form and Public Notice for Posting/Publications) from GrantWorks to administer the 2018TxCDBG Community Development Fund Project 7218250. Give the County Judge authorization to sign.

**PERSON(S) TO PRESENT ITEM:** Cesar Acosta, Project Manager with GrantWorks and Terry Kelly, General Manager Johnson County SUD or Dana Collier, System Development Coordinator Johnson County SUD

**SUPPORT MATERIAL:** (Must enclose supporting documentation)

**TIME:** 10 minutes

**ACTION ITEM:** X

**WORKSHOP:** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item) **CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** XX

**IT DEPARTMENT:** \_\_\_\_\_

**AUDITOR:** XX

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:** \_\_\_\_\_

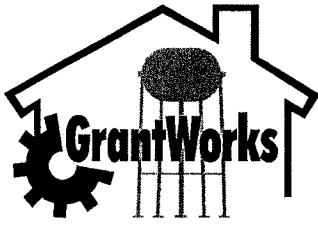
**OTHER:** \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_



Planning, Housing, and  
Community Development Services  
for Rural Texas Since 1979

Cesar Acosta      CD Project Manager  
2201 Northland Dr.      Voice (512) 420-0303  
Austin, Texas 78756      Fax (512) 420-0302  
cesar@grantworks.net

**To:** Carla Hester, County Judge's Assistant      **Date:** October 5, 2018  
**Locality:** Johnson County      **Project:** 7218250  
**Subject:** Administration Contract and Project Start-up Forms for County Judge's Signature

Dear Carla,

We are glad that the County chose GrantWorks to provide Grant Services for your 2018 TxCDBG Community Development Fund project. Since the County completed pre-procurement prior to application submittal, the next step will be to execute the administration contract and initiate start up procedures.

Enclosed you will find several documents for your acknowledgement. Once these forms are completed, please make copies for your records and return all of the originals to our office. I have enclosed a stamped self-addressed envelope for your convenience.

This package includes the following documents:

1. **Administration Contract** - Included are two copies of GrantWorks' administration contract. If the contract seems satisfactory to you, please execute both copies and send **one** back to our Austin office. Please keep the second copy for your records.
2. **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.
3. **Certificate of Interested Parties (Form 1295)** - Effective January 1, 2016, per Texas Government Code, Section §2252.908, all business entities entering into a contract with a governmental entity must submit a disclosure of interested parties, Form 1295. Please keep the notarized original Form 1295 from GrantWorks for your files.

Once the form is submitted, the County must acknowledge receipt of the notarized form online through the State of Texas Ethics Commission website. Enclosed, please find the notarized original Certificate of Interested Parties for GrantWorks, Inc.

A detailed instructional video for setting up the County's account and acknowledging a certificate may be found here: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Please contact me should you need any help in setting up the account or for more information.

4. **Independent Auditor's Report** - The State requires the County's most recent independent auditor's report sometimes called the auditor's opinion letter BEFORE any draws will be processed. A copy should also be included when you return these startup documents. The letter should contain language such as:  
*In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, ..... for the year then ended in conformity with accounting principles generally accepted in the United States of America.*

5. **Signatories Designation Form (Form A202)** – Identifies the persons responsible for both contractual documents (executed contract, contract amendments, and various program certifications) and requests for payment as designated in the County's Resolution Authorizing Signatories for this project. Original signatures of the persons authorized by the local governing body to sign these documents must be included on this form.

6. **Direct Deposit Authorization (Form 74-176)** – TxCDBG grant funds must be carefully tracked and documented. TDA strongly recommends that the Grant Recipient establish a separate, non-interest bearing bank account for grant and local match funds. Regarding the use of checking accounts, best practice is for the Grant Recipient to deposit CDBG grant funds in a non-interest bearing account. The Grant Recipient is strongly encouraged to complete the Direct Deposit Authorization Form 74-176 to receive payments from a state agency posted directly to the local bank account.

Should the County decide they would like to have their grant funds directly deposited into a non-interest bearing checking account, please complete this form with the account number information. Grant payments released after the form is submitted and processed will be deposited using this method. Should any prepopulated information on the form be incorrect, please contact our office.

7. **Appointment of Labor Standards Officer Form (Form A701)** – Appoints **Cesar Acosta** the Project Manager, as Labor Standards Officer. The LSO is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements.

8. **Employee Interview Designation Form**—Designates specific GrantWorks employees to conduct employee interviews of workers on site during the construction phase of the project.

9. **TxCDBG Initial Acquisition Report (Form A600)** – Reports no acquisition for the project. If it is determined that acquisition is required during the project, we will revise and send you another form.

10. **Civil Rights Policies & Procedures required for grant**

- a. Designation Form for Civil Rights Officer (Form A1008): Serves as the County's Section 504 Coordinator, Equal Opportunity Officer, and Fair Housing Officer.
- b. Authorize Self-Evaluation Review Form (Form A1006)
- c. Authorize Fair Housing, Complaint & Grievance, and other Civil Rights required notices for publication at a later date at GrantWorks expense. Please also confirm newspaper listed for publication.

## **RESOLUTIONS FROM THE 10/22/18 COMMISSIONERS COURT MEETING**

**Signatory Designation Resolution Form A201** The required resolution that designates County officials who are authorized to sign contract documents, payment vouchers etc. throughout the course of the contract.

- **Civil Rights Resolution Form A1014** with all of the following policies that correspond with said resolution signed and dated by the County Judge:
  - a) Citizen Participation Plan and Grievance Procedures (Form A1013);
  - b) Section 3 Policy (Form A1002);
  - c) Limited English Proficiency (LEP) Standards (Form A1010);
  - d) Excessive Force Policy (Form A1003);
  - e) Section 504 Policy and Grievance Procedures (Form A1004);
  - f) Fair Housing Policy (Exhibit 1015); and
  - g) Code of Conduct.

**State Contract** – Once received, please forward us a copy of your Contract with the Texas Department of Agriculture. GrantWorks doesn't receive a copy from TDA.

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.

le  
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,

A handwritten signature in black ink, appearing to read "Cm Uca", with a long horizontal stroke extending to the right.

**Community Development Project Manager**

# GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS 13<sup>th</sup> DAY OF November, 2018 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 2018 Program Year Texas Community Development Block Grant Program Contract Number 7218250 - 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 execution of this agreement. 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's administrative closure date, 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 Thirty Thousand Two Hundred Fifty and no/100 Dollars, (\$30,250.00) in accordance with the following schedule. 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 environmental exemption and civil rights requirements	\$9,075.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	\$6,050.00
3	Complete Start of Construction Documents	\$6,050.00
4	25% of Grant funds Requested and Admin. Activities* To Date	\$3,025.00
5	75% of Grant funds Requested and Admin. Activities* To Date	\$3,025.00
6	Submit Project Completion Report and Administrative Closure	\$3,025.00
	<b>Contract Amount</b>	<b>\$30,250.00</b>

\*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 Ninety-five and no/100 Dollars (\$95.00).
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 review, 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. Local Program Liaison. For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- 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 and Copyright. 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. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. 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, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG program requirements, 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:

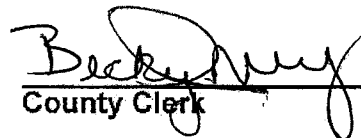
\_\_\_\_\_  
Bruce J. Spitzengel  
President

BY:

  
\_\_\_\_\_  
County Judge

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. **RECORD RETENTION.** In accordance with 2 CFR 200 (formerly 24 CFR §85.36(i)(11)), Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200 (formerly 24 CFR §85.36(i)(10)), during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **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.
6. **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.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B), 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. 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.

8. **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.
9. **CONFLICTS OF INTEREST**
- A. **Governing Body:** 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.
  - B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the Department and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
  - C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the Department and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the Department and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.
10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
11. **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 of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - B. **Section 504 Rehabilitation Act of 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
  - C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
  - D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**

- i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

**E. EQUAL OPPORTUNITY CLAUSE.** 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, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.
- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

**12. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.**

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 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. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 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.
- F. 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.

- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. 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 Agreement. 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 Agreement 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).

**13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

- A. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**14. REPORTING REQUIREMENTS.** The Consultant shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

**15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

**16. COPYRIGHTS AND RIGHTS IN DATA.** The Consultant shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

**17. ENERGY EFFICIENCY.** The Consultant shall comply with the 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 (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

18. **VERIFICATION NO BOYCOTT ISRAEL.** As required by Chapter 2270, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
19. **NO FOREIGN TERRORIST ORGANIZATIONS.** Pursuant to Chapter 2252, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**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 (IM).
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. Prepare and submit to Department Client's required Quarterly Progress Reports and Financial Interest Reports.
7. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
8. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.\*
9. 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 General Report, Beneficiary Report\*\*\*, Financial Interest Reports, documentation of fair housing activities, citizen participation and equal rights, and Certificate of Completion.
2. Assist Client in responding to any monitoring and audit 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 Parties") 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 Parties 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 by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

# GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, MADE THIS 13<sup>th</sup> DAY OF November, 2018 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 2018 Program Year Texas Community Development Block Grant Program Contract Number 7218250 - 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 execution of this agreement. 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's administrative closure date, 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 Thirty Thousand Two Hundred Fifty and no/100 Dollars, (\$30,250.00) in accordance with the following schedule. 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 environmental exemption and civil rights requirements	\$9,075.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	\$6,050.00
3	Complete Start of Construction Documents	\$6,050.00
4	25% of Grant funds Requested and Admin. Activities* To Date	\$3,025.00
5	75% of Grant funds Requested and Admin. Activities* To Date	\$3,025.00
6	Submit Project Completion Report and Administrative Closure	\$3,025.00
<b>Contract Amount</b>		<b>\$30,250.00</b>

\*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 Ninety-five and no/100 Dollars (\$95.00).
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 review, 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 hereiñ.
- 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 pre 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. Local Program Liaison. For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- 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 and Copyright. 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. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. 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, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG program requirements, 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.

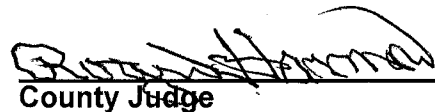
IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

**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

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. **RECORD RETENTION.** In accordance with 2 CFR 200 (formerly 24 CFR §85.36(i)(11)), Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200 (formerly 24 CFR §85.36(i)(10)), during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **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.
6. **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.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B), 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. 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.

8. **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.

9. **CONFLICTS OF INTEREST**

- A. **Governing Body:** 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.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the Department and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the Department and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the Department and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **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 of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B. **Section 504 Rehabilitation Act of 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**

- i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

E. EQUAL OPPORTUNITY CLAUSE. 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, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.
- ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

12. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 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. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 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.
- F. 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.

- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. 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 Agreement. 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 Agreement 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).

13. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.**

- A. The Consultant must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

14. **REPORTING REQUIREMENTS.** The Consultant shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (B))

16. **COPYRIGHTS AND RIGHTS IN DATA.** The Consultant shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

17. **ENERGY EFFICIENCY.** The Consultant shall comply with the 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 (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

18. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
19. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**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 (IM).
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. Prepare and submit to Department Client's required Quarterly Progress Reports and Financial Interest Reports.
7. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
8. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.\*
9. 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 General Report, Beneficiary Report\*\*\*, Financial Interest Reports, documentation of fair housing activities, citizen participation and equal rights, and Certificate of Completion.
2. Assist Client in responding to any monitoring and audit 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 Parties") 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 Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

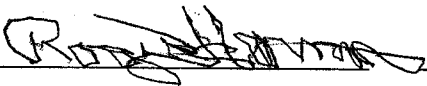
Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant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

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

**Notarized Authorization to Release Confidential Information  
Relating to Community Development Block Grant Contract 7218250**

I, the Chief Executive Officer and Authorized Representative for 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 TXCDGB contract number 7218250 to employees or officers of the designated grant administrator, GrantWorks, Inc, upon their written request.

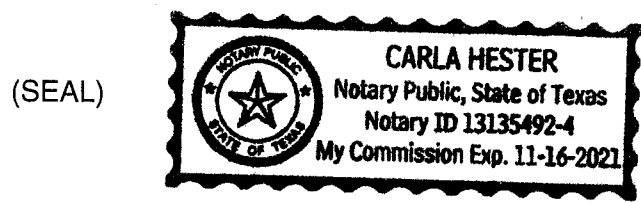
This release shall be in effect throughout the contract period and until the close-out letter is issued by the Texas Department of Agriculture, unless rescinded in writing by me or my successor(s).

 County Judge 11/13/18  
Signature Title Date

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 13 day of November A.D. 2018  
Carla Hester



Notary Public, State of Texas  
Carla Hester  
Printed Name of Notary Public

My commission expires the 16 day of November, 2021

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-407463

Date Filed:  
09/24/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GrantWorks, Inc.  
Austin, TX United States

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

Johnson County

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

7218250  
Application & Administration Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Spitzengel, Bruce	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Brenna Minor and my date of birth is 3/25/1984

My address is 2201 Northland Dr. Austin TX 78756 USA  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 24 day of September 2018  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# Kennemer, Masters & Lunsford

CERTIFIED PUBLIC ACCOUNTANTS  
Limited Liability Company

Lake Jackson Office:  
8 West Way Court  
Lake Jackson, Texas 77566  
979-297-4075

Angleton Office:  
2801 N. Velasco Suite C  
Angleton, Texas 77515  
979-849-8297

El Campo Office:  
201 W. Webb  
El Campo, Texas 77437  
979-543-6836

Houston Office:  
10850 Richmond Ave., Ste 135  
Houston, Texas 77042  
281-974-3416

## Independent Auditor's Report

On Compliance for each Major Program and on Internal  
Control over Compliance Required by the Texas Single Audit Circular

The Honorable County Judge  
and Members of Commissioners'  
Court of Johnson County, Texas

### **Report on Compliance for Each Major State Program**

We have audited Johnson County's (the "County") compliance with the types of compliance requirements described in the *Texas Single Audit Circular* (Uniform Grant Management Standards) that could have a direct and material effect on each of the County's major state programs for the year ended September 30, 2017. The County's major state programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

Management is responsible for compliance with state statutes, regulations, and the terms and conditions of its state programs.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the County's major state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *Texas Single Audit Circular* (Uniform Grant Management Standards). Those standards and the *Texas Single Audit Circular* (Uniform Grant Management Standards) require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major state program. However, our audit does not provide a legal determination of the County's compliance.

### ***Opinion on Each Major State Program***

In our opinion, Johnson County, Texas, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended September 30, 2017.

www.kmandl.com – Email: kmkw@kmandl.com

Members: American Institute of Certified Public Accountants, Texas Society of Certified Public Accountants,  
Partnering for CPA Practice Success

The Honorable County Judge  
and Members of Commissioners'  
Court of Johnson County, Texas

### Report on Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major state program and to test and report on internal control over compliance in accordance with the Texas Single Audit Circular, (Uniform Grant Management Standards) but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a state program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Texas Single Audit Circular, (Uniform Grant Management Standards). Accordingly, this report is not suitable for any other purpose.

*Kensener, Masters & Hunford, LLC*

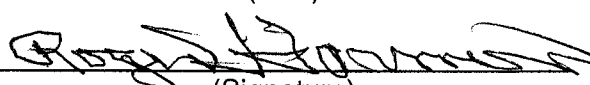
Lake Jackson, Texas 77566  
March 12, 2018

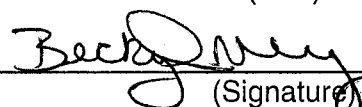
**Depository/Authorized Signatories Designation Form**

Grant Recipient: Johnson County

TxCDBG Contract No. 7218250

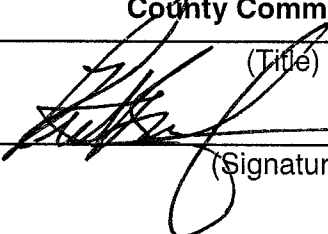
The individuals listed below are designated by resolution as authorized signatories for contractual documents.

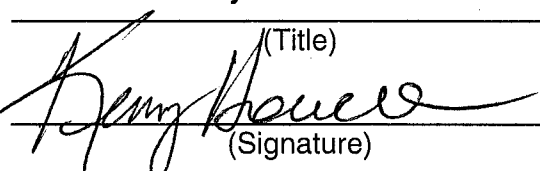
**Roger Harmon**  
\_\_\_\_\_  
(Name)  
**County Judge**  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Signature)


**Becky Ivey**  
\_\_\_\_\_  
(Name)  
**County Clerk**  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Signature)




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).

**Rick Bailey**  
\_\_\_\_\_  
(Name)  
**County Commissioner**  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Signature)

**Kenny Howell**  
\_\_\_\_\_  
(Name)  
**County Commissioner**  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Signature)

**Larry Woolley**  
\_\_\_\_\_  
(Name)  
**County Commissioner**  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Signature)

**Jerry Stringer**  
\_\_\_\_\_  
(Name)  
**County Commissioner**  
\_\_\_\_\_  
(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.

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 Types

SECTION 1	1. Select transaction types:	
	<input 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)	<input type="checkbox"/> Change custodial agency _____

## Payee Identification

SECTION 2	2. Payee type		3. Identification number		4. Mail code (if not known, leave blank.)	
	<input type="checkbox"/> State employee	<input type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Social Security number (SSN)*	<input type="checkbox"/> Texas Identification Number (TIN)	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	
			<input type="checkbox"/> Employer Identification Number (EIN)	_____	_____	_____
SECTION 2	5. Payee name				6. Phone (Area code and number)	
	Johnson County				( 817 ) 556-6360 ext.	
	7. Mailing address (Street, city, state and ZIP code)					
Courthouse, 2 N. Main St., Rm. 120				Cleburne TX		76033

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

SECTION 3	8. Financial institution name		9. City		10. State	
	11. Routing number (9 digits)		12. Customer account number (maximum 17 characters)		13. Account type	
					<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	14. Financial representative name (optional)				15. Title (optional)	
16. Financial representative signature (optional)				17. Phone (Area code and number) (optional)		18. Date (optional)
				( ) ext.		


## Existing Account Information (Changes Only)

SECTION 4	19. Routing number (9 digits)		20. Customer account number (maximum 17 characters)		21. Account type	
					<input type="checkbox"/> Checking <input type="checkbox"/> Savings	

## International Payments Verification (required)

SECTION 5	22. 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 electronically deposit my payments from the state of Texas to my financial institution. 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.)					
	23. Authorized signature		24. Printed name		25. Date	
	sign here 		Roger Harmon		11/13/18	

## Cancellation by Agency (for state agency use)

SECTION 7	26. Reason		27. Date	

## State Agency Contact (for state agency use)

SECTION 8	28. Authorized signature		29. Date	
	sign here 			
	30. Phone (Area code and number)		31. Agency number	
	( ) ext.		551	
32. Agency name				
Texas Department of Agriculture				
33. Comments				

34. <b>Please return to the paying agency at the following address:</b>
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(s)

1. Select the appropriate transaction type(s) and complete the corresponding sections.

**Note:** Requests to change custodial agency number are processed based on Payment Services research and guidelines.

### Section 2: Payee Identification (Required)

2. **Payee type:** Indicate whether the payee is a **state employee** or a **vendor/recipient**.

**Note:** Agencies must complete box 34 with the appropriate agency's return address for the selected payee type.

3. **Identification number:** Indicate the type of identification number and provide the associated 9- or 11-digit number.  
 4. **Mail code:** Enter the 3-digit mail code.  
 5. **Payee name:** Enter the payee's name.  
 6. **Phone:** Enter the payee's area code, phone number (and extension, if applicable).  
 7. **Mailing address:** Enter the payee's mailing address, city, state and ZIP code.

### Section 3: New Account Information (Setups and changes) (Completion by financial institution is recommended)

8. **Financial institution name:** Enter the name of the payee's financial institution.  
 9. **City:** Enter the city of the payee's financial institution.  
 10. **State:** Enter the 2-character abbreviation for state of the payee's financial institution.  
 11. **Routing number:** Enter the 9-digit routing number of the payee's financial institution.  
 12. **Customer account number:** Enter the payee's account number (maximum 17 characters).  
 13. **Type of account:** Indicate whether the payee's account type is a checking account or a savings account.  
 14. **Financial representative name:** (optional) Enter the name of the financial representative.  
 15. **Title:** (optional) Enter the title of the financial institution representative.  
 16. **Financial representative signature:** (optional) Original signature of the financial representative.  
 17. **Phone:** (optional) Enter the area code, phone number (and extension, if applicable) of the financial representative.  
 18. **Date:** (optional) Enter the date the financial representative signed the form.

### Section 4: Existing Account Information (Changes only)

19. **Routing number:** Enter the 9-digit **routing number** currently on file with the Comptroller's office.  
 20. **Customer account number:** Enter the payee's **account number** currently on file with the Comptroller's office.  
 21. **Account type:** Select the payee's **account type** currently on file with the Comptroller's office.

### Section 5: International Payments Verification (Required)

22. **Payment Destination:** Select **YES** or **NO** to indicate if state payments will be forwarded to a financial institution outside the U.S.  
**Note:** If **YES**, the payee must also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

### Section 6: Authorization for Setup, Changes or Cancellation (Required)

23. **Authorized signature:** Original signature of the payee is required.  
 24. **Printed name:** Enter or print the name of the payee or vendor/recipient signing the form.  
 25. **Date:** Enter or print the date the form was signed.

### Section 7: Cancellation by Agency (for state agency use)

26. **Reason:** Enter the reason for cancellation of the payee's direct deposit information.  
 27. **Date:** Enter the date the cancellation was determined.

### Section 8: State Agency Contact (for state agency use)

28. **Authorized signature:** Original signature of the agency's authorized representative is required.  
 29. **Date:** Enter the date the agency's representative signed the form.  
 30. **Phone:** Enter the area code, phone number and extension (if applicable) of the agency's representative.  
 31. **Agency number:** Enter the 3-digit agency number.  
 32. **Agency name:** Enter the agency's name.  
 33. **Comments:** (optional) Enter comments, if needed.  
 34. **Return to Paying State Agency:** This area autopopulates with the name and address of the paying state agency to which this form will be returned.

#### Questions?

<b>State Employees:</b>	Contact your agency's Human Resource department or payroll staff.
<b>Vendors/Recipients:</b>	Contact the paying agency's accounts payable staff.
<b>State Agencies:</b>	Contact Fiscal Management, Payment Services at 512-936-8138.

**A701**

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

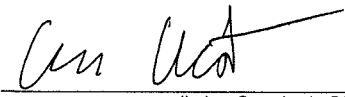
Grant Recipient: Johnson County Contract No: 7218250

I, Roger Harmon, County Judge hereby appoint Cesar Acosta  
(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:	Cesar Acosta, GrantWorks, Inc.				
Address:	2201 Northland Drive				
City:	Austin	State:	TX	Zip:	78756-1117
Telephone Number:	(512) 420-0303	Fax Number:	(512) 420-0302		
Email Address:	cesar@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: 11/13/18  
County Judge

# Employee Interview Designation Form

Supplemental form to A701

Grant Recipient: Johnson County Contract No: 7218250

I, Roger Harmon 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	Ahide Gutierrez	Amanda Hoque	Anthony Covacevich	Betty Collier
Brenna Minor	Bruce Spitzengel	Carlos Beceiro	Casey LeMay	Caley Carmichael
Cesar Acosta	Cloy Richards	Cristal Funderburk	Donna Johnson	Eli Gray
Emily Phalan	Gary Smith	Gilbert Garcia	Janice Southworth	Jay Francis
Jeff Carrillo	Jerry Caravajal	Kathy Boyles	Katie Falgoust	Kelle Odom
Kirk Dibbens	Garrett Hines	Liz Nguyen	Martha Arosemena	Martha Drake
Mary Alice Smith	Mary Kay Thomas	Michele Goerke	Mirenda-White Harris	Oralia Cardenas
Rachel Nolley	Robin Sisco	Shirleen Bonacci	Sylvia Davila	Vicki Spiess

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

Signature:  Date: 11/13/18  
County Judge



# TxCDBG INITIAL ACQUISITION REPORT

**A600**

Grant Recipient Name:

Johnson County

Contract Number:

7218250

*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.

Printed Name

Roger Hamon

Title

County Judge

Signature of  
Chief Local  
Official

Date

November 13, 2018

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



A1008



### Designation Form for Civil Rights Officer



City/County: Johnson County TxCDBG Contract #7218250  
 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 Johnson County as required by the Texas Community Development Block Grant Program Contract No. 7218250.

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   
Roger Harmon, County Judge

Date: 11/13/18

50  
09/01/2016

**SECTION 504 SELF-EVALUATION REVIEW FORM**Locality: Johnson County TX CDBG Contract No. 7218250**Brief Description of Project: Water 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.

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

\_\_\_\_\_  
Date 11/13/18

**PUBLIC NOTICE FOR POSTING/PUBLICATIONS  
Johnson County**

**To be published in *Cleburne Times-Review***

**Public Service Announcement:  
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 Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

**Policy of Nondiscrimination on the Basis of Disability**

Johnson County does not discriminate on the basis of disability in the admission or access to, or employment in, its federally assisted programs or activities. The County Judge has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8).

**Citizen Participation & Grievance Procedures Notice**

Johnson County has adopted complaint and grievance procedures regarding its Texas Community Development Block Grant Programs (TxCDBG). Citizens may obtain a copy of these written procedures at 2 N Main St, Room 120 Cleburne, TX, 76033 during regular business hours. Citizens may also request the procedures be mailed to them by calling the County Judge, Civil Rights Officer at (817) 556-6360. These procedures outline the steps for a citizen to follow if s/he wishes to file a complaint or grievance about TxCDBG activities.

A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the County Judge, at Johnson County Courthouse, 2 N Main St, Room 120 Cleburne, TX 76033 or may call (817) 556-6360. Johnson County will make every effort to respond fully to such complaints within fifteen (15) working days where practicable.

**Equal Employment Opportunity Statement**

Johnson County does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

**Johnson County**

**Aviso Publico:**

**La Equidad en la Vivienda, Es La Ley**

Para promover prácticas de equidad de vivienda, Johnson County anima a los propietarios e inquilinos potenciales a ser conscientes de sus derechos bajo las leyes nacionales de Vivienda Justa. Título VIII de la Ley de Derechos Civiles de 1968, como enmendada, prohíbe la discriminación contra cualquier persona por motivos de raza, color, religión, sexo, discapacidad, estado familiar o origen nacional en la venta o renta de unidades en el mercado de la vivienda. Para obtener más información sobre la equidad de vivienda o para informar sobre una posible discriminación de vivienda justa, llame a la Comisión Laboral de Texas al (888) 452-4778 o (512) 463-2642 TTY: 512-371-7473.

### **Norma de No Discriminar a Base de Estado de Discapacidad**

Johnson County no discrimina por motivos de discapacidad en la admisión o acceso a, o empleo, en sus programas o actividades que reciben ayuda federal. El County Judge ha sido designado para coordinar el cumplimiento de los requisitos de no discriminación contenidos en el Departamento de Vivienda (HUD) y reglamentos de Desarrollo Urbano de aplicación de la Sección 504 (24 CFR Parte 8).

### **Participación Ciudadana y Procedimientos de Quejas Aviso**

Johnson County ha adoptado procedimientos para quejas y denuncias con respecto al programa de Texas Community Development Block Grant Programs (TxCDBG). Los ciudadanos pueden obtener una copia de estos procedimientos escritos en 2 N Main St, Room 120, Cleburne, TX, 76033 durante las horas regulares. Los ciudadanos también pueden solicitar los procedimientos por correo al llamar a County Judge, Oficial de Derechos Civiles, en (817) 556-6360. Estos procedimientos describen los pasos que se deben seguir para que un ciudadano pueda, si desea, presentar una queja o reclamo acerca de las actividades del programa TxCDBG.

Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el programa TxCDBG, lo pueden hacer durante las horas regulares por escrito a la County Judge's Assistant, a Johnson County Courthouse, 2 N Main St, Room 120, Cleburne, TX 76033 o pueden llamar a (817) 556-6360. Johnson County hará todo lo posible para responder con plenitud las quejas dentro de los quince (15) días hábiles cuando sea posible.

### **Declaración de Igualdad de Oportunidades de Empleo**

Johnson County no discrimina por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional.

**GrantWorks will coordinate the publication of these public notices at a later date.**

Please initial approval

A handwritten signature in black ink, appearing to read "Rogelio Hernandez", written over a horizontal line.



**EQUAL HOUSING  
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair  
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is Illegal to Discriminate Against Any Person  
Because of Race, Color, Religion, Sex,  
Handicap, Familial Status, or National Origin**

In the sale or rental of housing or  
residential lots

In the provision of real estate  
brokerage services

In advertising the sale or rental  
of housing

In the appraisal of housing

In the financing of housing

Blockbusting is also illegal

---

**Anyone who feels he or she has been  
discriminated against may file a complaint of  
housing discrimination:**

**1-800-669-9777 (Toll Free)  
1-800-927-9275 (TTY)  
[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)**

**U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410**



**EQUAL HOUSING  
OPPORTUNITY**  
IGUALDAD DE OPORTUNIDADES  
EN LA VIVIENDA

**Nuestras prácticas de negocios cumplen la ley federal  
de equidad en la vivienda**

(Enmienda a la ley de Equidad en la vivienda de 1988)

**Es ilegal discriminar contra ninguna persona a  
causa de su raza, color, religión, sexo,  
discapacidad, situación familiar u origen nacional**

- En la venta o el alquiler de viviendas o lotes residenciales
- En la publicidad relacionada con la venta o el alquiler de viviendas
- En la financiación de la vivienda
- En la provisión de servicios de corredores de bienes raíces
- En la tasación de viviendas
- Las tácticas de intimidación (Blockbusting) también son ilegales

Cualquier persona que crea que ha sido discriminada puede presentar una reclamación de discriminación en la vivienda:

1-800-669-9777 (Línea gratuita)

1-800-927-9275 (TTY)

[www.hud.gov/fairhousing](http://www.hud.gov/fairhousing)

**U.S. Department of Housing and  
Urban Development  
Assistant Secretary for Fair Housing and  
Equal Opportunity  
Washington, D.C. 20410**