

October 12, 2023

Item No. 8.2.

1106 Carolina - Acquisition, Demolition, and Construction funding agreements with Elder Aid

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a Community Development Block Grant funding agreement with Elder Aid, Inc. in the amount of \$85,000 for the acquisition of 1106 Carolina and a HOME Investment Partnership Program Community Housing Development Organization funding agreement with Elder Aid, Inc. in the amount of \$159,475 for the demolition of a dilapidated structure and construction of a single-family house on the lot at 1106 Carolina to be used as an affordable rental unit for an income-eligible elderly household.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends consideration of approval of two funding agreements.

Summary: The 2020 - 2024 adopted Community Development Consolidated Plan and the 2024 Annual Action Plan identified the need to work with partners for the development of affordable housing for both homeowners and renters. Elder Aid is the only certified Community Housing Development Organization working in the City of College Station to create new affordable housing opportunities. Elder Aid works to minimize the stress of the elderly as they cope with affordable housing, health and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. Their mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible.

These two funding agreements total \$244,475 and will allow Elder Aid to acquire the property at 1106 Carolina, demolish an existing substandard structure, and construct a new single-family home to meet the needs of a low-income, elderly household. Elder Aid will utilize \$40,000 of agency funds to support the acquisition of this property. The property will be maintained by Elder Aid for 20 years as an affordable rental unit and a Land Use Restriction Agreement will be utilized as the legal mechanism to ensure the affordability period.

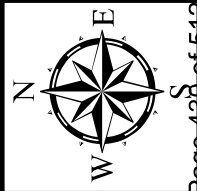
Elder Aid has partnered with the City of College Station since 2015 and has received \$2,515,518 to purchase 11 duplexes in College Station that created 22 affordable rental units for low-income elderly households. Elder Aid has successfully utilized the new construction model with funding from the City of Bryan through Community Development funds for many years.

Budget & Financial Summary: Funds in the amount of \$244,475 are available and allocated in the FY24 Community Development budget.



Attachments:

1. Location Map 1106 Carolina
2. 1106 Carolina CDBG Contract Agreement
3. 1106 Carolina HOME CHDO Contract Agreement

1106 Carolina Location Map



Legend

-  1106 Carolina Street
-  BCAD Plots



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300067 PROJECT#: CD2328 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Elder-Aid 1106 Carolina Development - A CHDO Funding Agreement with Elder-Aid for the construction of a new LMI elderly rental unit. This funding agreement allocates CDBG funds to the acquisition of a lot for the development of a new housing unit at 1106 Carolina Street.

Name of Contractor: Elder-Aid, Inc.

CONTRACT TOTAL VALUE: \$ 85,000 **Grant Funded** Yes No
If yes, what is the grant number:

Debarment Check Yes No N/A **Davis Bacon Wages Used** Yes No N/A
Section 3 Plan Incl. Yes No N/A **Buy America Required** Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT **RENEWAL #** _____ **CHANGE ORDER #** _____ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
The 2023 Affordable Housing Sole Source RFP was released to Elder-Aid Inc. on July 18th, 2023 seeking an eligible CHDO project and was recieved back on September 6th 2023. These funds are allocated in the FY21 Community Development Budget. This Funding Agreement accounts for \$85,000.00 in CDBG funds of a \$244,475.00 project, with the remainder to be funded by the City's HOME grant.

(If required)*
CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

MAYOR (if applicable) DATE

CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING AGREEMENT**

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City"), and ELDER-AID, INC., a private non-profit agency (hereinafter referred to as "Agency").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the City wishes to engage Agency in utilizing such funds; and

WHEREAS, the City desires to assist Agency in the acquisition, rehabilitation, or new construction of housing unit(s) for the purpose of providing affordable rental unit(s) for income eligible tenants through funds provided by the Community Development Block Grant (hereinafter referred to as "CDBG") program administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") (Federal Award Identification CFDA 14.218 and Federal Award Date 10/1/2023); and

NOW, THEREFORE, FOR AND IN CONSIDERATION of funding in an amount not to exceed EIGHTY FIVE THOUSAND and 00 /100 DOLLARS (\$85,000.00) to be paid to Agency by the City as set forth herein below, the City and Agency covenant and agree as follows:

**ARTICLE I
STATEMENT OF WORK**

1.01 Agency will provide no less than one (1) affordable rental unit in the City of College Station to be rented to an elderly household at or below 60% of the Area Median Income ("Project"). Agency shall provide services as specified in the Detailed Statement of Work attached as Exhibit A. Agency shall provide such services utilizing CDBG funds as specified in the Budget attached as Exhibit B.

**ARTICLE II
PAYMENT**

2.01 During the City's Fiscal Year Budget 2021, City shall reimburse Agency, in an amount not to exceed EIGHTY FIVE THOUSAND and 00 /100 DOLLARS (\$85,000.00), for services or expenditures as referenced in Article I of this Agreement.

2.03. No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures,

as determined by City, in its sole discretion. Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. Unexpended funds may be reallocated. Unexpended funds will remain in the possession of City.

2.04. This Agreement and the payments made herein, are contingent upon receipt by City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of College Station City Council funding approval. Should funds be unavailable, discontinued or disapproved, this Agreement may be revised or terminated as determined by the HUD or the City, in their sole discretion.

2.05. The City retains the right, in its sole discretion, to recapture and seek full reimbursement from Agency for any funds used for prohibited activities, prohibited purposes, or usages of funds which cause a breach of this Agreement.

ARTICLE III TERM

3.01 The term of this Agreement shall commence on October 12th, 2023 and the Project shall be completed by September 30th, 2024, or until the date in which funds awarded by the City are completely expended by Agency, unless the Agreement is terminated as provided for herein. This Agreement will remain valid throughout the “Period of Affordability”, which will be fifteen (15) years.

3.02 Agency agrees to impose restrictive covenants on property funded through this Agreement, in the form of a Land Use Restriction Agreement (“LURA”). The LURA will be in a form approved by the City and will continue for the duration of the Period of Affordability.

3.03 The term of this Agreement may be extended by mutual agreement of the parties, in writing, provided that the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

ARTICLE IV BENEFICIARY POPULATIONS

4.01 Direct services provided through programs supported by CDBG shall target residents of College Station and Bryan whose annual family income is at or below 80% of the median family income for the College Station Metropolitan Statistical Area as established by the U.S. Department of Housing and Urban Development Income Limits attached as Exhibit E. All of the clients served through this program must be determined to be at or below 80% of the median family income.

4.02 Annually or as tenant occupancy changes, whichever occurs earlier, the Agency will submit to the City a copy of the lease and proof of income of the tenants occupying the units. This information will be submitted for the duration of the affordability period as noted in the Land Use Restriction Agreement.

4.03 Agency agrees not to prohibit a Section 8 tenant from occupying a funded unit. Agency is not prohibited from conducting a background check on credit history or criminal history.

ARTICLE V VERIFICATION OF INCOME

5.01 Verification of income will be pursuant to 24 CFR 5.609 . Agency shall document income verification for low-income beneficiaries receiving assistance through programs supported by CDBG funds and may use the following documents for verification:

- (a) W-2 Forms.
- (b) 1040 Forms.
- (c) Pay check stubs.

5.02 In lieu of the above documents, Agency may substitute:

- (a) Documentation of client participation in other programs of public assistance including Temporary Assistance for Needy Families Program (TANF), Supplemental Security Income (SSI), Food Stamps, Low-Income Energy Assistance, Title XX General Assistance, Public Housing, Section 8 Rental Assistance, Job Training Partnership Act (JTPA) or similar income tested programs having the income qualification criteria at least as restrictive as that used under the Section 8 low-income limit established by HUD;
- (b) Evidence that the assisted person is homeless; or
- (c) A notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low and moderate-income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.

5.03 Recipients of services designed to meet critical emergency needs such as, assistance to abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers do not need to meet an income test.

ARTICLE VI PROGRAM INCOME

6.01 Agency shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Agency shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, Agency may use such income during the term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

ARTICLE VII RECORDS AND REPORTS

7.01 Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to HUD and the City's accounting practices. Said documentation and accounting principles shall comply with 2 CFR 200, including the utilization of adequate internal controls.

7.02 Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four (4) years beginning with the submission of the Consolidated Annual Performance and Evaluation Report for the fiscal year 2023. City and HUD's right to access Agency's files shall continue during this period and for as long as the records are retained past the minimum four (4) year period by Agency.

7.03 Agency shall provide the City and HUD representative reasonable access during regular business hours to any financial records, client records, administrative reports, board documentation, files or other papers belonging to or in use by Agency.

7.04 Agency shall submit activity reports to the City on an annual basis. The format of such reports shall be prescribed by the City. Annual reports will be due no later than October 30th of each year during the term of this Agreement. Failure to provide timely and complete reports may result in forfeiture of funds or termination of this Agreement pursuant to Article VIII herein.

7.05 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Agency with a written report of the monitor's findings. If the monitoring reports note deficiencies in Agency's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Agency. Failure by Agency to take action specified in the monitoring report may be cause for suspension or termination of this Agreement as provided in Article VIII of this Agreement. In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Agency fails to promptly submit to City any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Agency hereunder. If City withholds such payments, it shall notify Agency in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Agency fully cures or performs any and all delinquent obligations which are identified as the reason funds are withheld

ARTICLE VIII
AGREEMENT SUSPENSION/TERMINATION

8.01 The City has the right to terminate this Agreement, in whole or in part, at any time if the City determines that Agency has failed to comply with any part of this Agreement or if funds are unavailable, discontinued or disapproved, as determined by the City or HUD, at their sole discretion. In addition, the City has the right, in its sole discretion, to terminate this Agreement if it determines that the information contained in its application for CDBG funding was materially incorrect, if the City determines that Agency is not delivering the services approved in its application for CDBG funding, if Agency fails to file the reports required under Article VII of this Agreement, or if Agency fails to fulfill any other obligations required under this Agreement.

8.02 The City retains the right to terminate this Agreement, in whole or in part, at any time, for convenience.

8.03 The City shall notify Agency, in writing, thirty (30) days prior to the date of termination. The notice shall include the reason for termination and the effective date of termination.

8.04 If this Agreement is terminated for any of the reasons referenced in Section 8.01 hereinabove, excluding funding discontinuance or disapproval, Agency shall have the right to attempt to cure its failure, during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion. The City retains the right to terminate this Agreement, in whole or in part, at any time, for convenience.

8.05 Either party to this Agreement has the right to terminate this Agreement, in whole or in part, upon the mutual written agreement of the parties that the continuation of the activities funded under this Agreement would not produce beneficial results commensurate with the further expenditure of funds.

ARTICLE IX
REVERSION OF ASSETS

9.01 Upon the expiration of the term of this Agreement, the Agency shall transfer to City any CDBG Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Grant funds. Any real property under Agency's control that was acquired or improved in whole or in part with Grant funds in excess of \$25,000 shall:

- (a) be used to meet one of the national objectives of the Federal CDBG until five (5) years after expiration of this Agreement, or for such a longer period of time as determined to be appropriate by the City; or

- (b) be disposed of in a manner which results in City being reimbursed in the amount of the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement is not required after the period of time specified above.

ARTICLE X ADMINISTRATIVE REQUIREMENTS

10.01 City and Agency agree to perform their duties in relation to this Agreement in compliance with all applicable HUD regulations.

10.02 Agency shall administer this Agreement in compliance with U.S. Department of Housing and Urban Development applicable Uniform Administrative Requirements, 2 CFR 200 as modified by 24 CFR 570.502.

10.03 Non-federal entities that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in 2 CFR 200.501. If applicable, Agency will provide a financial audit within three (3) months of the ending of their fiscal year covered by this Agreement.

ARTICLE XI CIVIL RIGHTS COMPLIANCE

11.01 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, such as is provided under this Agreement, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

11.02 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Agreement. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship. Agency agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act are still applicable.

11.03 This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, Agency shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Agency, in undertaking its obligation to carry out the Program, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11.04 Agency agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide Agency with any guidelines necessary for compliance with that portion of the regulations in force during the time of this Agreement.

ARTICLE XII ENVIRONMENTAL REQUIREMENTS

12.01 Agency understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 CFR 58. In accordance with 24 CFR 58.77(b), Agency further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

12.02 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 CFR 58 to ensure compliance with the National Environmental Policy Act (NEPA). Agency must also maintain a copy of the Environmental Review Record in Agency's project file. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XIII EMPLOYMENT AND CONTRACTING OPPORTUNITIES

13.01 In accordance with Executive Order 11246, as amended and the regulations issued pursuant thereto, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Agreement. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

13.02 In accordance with Section 3 of the Housing and Urban Development Act of 1968, Agency agrees that, to the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the City of College Station, and, to the greatest

extent feasible, contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned by persons residing in the City of College Station.

13.03 Agency will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Agency may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

13.04 Agency is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

13.05 Agency agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Agency agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Agency shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. Agency agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Agency of its obligation, if any, to require payment of the higher wage. Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

13.06 “Section 3” Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the City, Agency and any of the Agency’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, Agency and any of Agency’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Agency certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Agency further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the city in which the project is located.”

Agency further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Agency certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

Agency agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its 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.

Agency will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Agency will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

13.07 Subcontracts - Agency shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement. Agency will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Agency shall cause all of the provisions of this Agreement in its entirety to be included in and

made a part of any subcontract executed in the performance of this Agreement. Agency shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

13.08 Hatch Act - Agency agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C Pt. II, Ch. 15

13.09 Lobbying – Agency hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C §1352 Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XIV
ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

14.01 In accordance with the Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151-4157, Agency agrees to abide by laws and regulations requiring certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered.

14.02 In accordance with standards that ensure accessibility to, and use by, persons with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 is subject to the requirements of this Act and shall comply with the Uniform Federal Accessibility Standards.

14.03 In accordance with the Americans with Disabilities Act 42 U.S.C. §12131; 47 U.S.C. §§ 155, 201, 218 and 225 (ADA), the Agency agrees to comply with the provision of comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable.

**ARTICLE XV
USE OF DEBARRED, SUSPENDED, INELIGIBLE CONTRACTORS OR
SUBRECIPIENTS**

15.01 Agency agrees and binds itself that it has not and will not directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or other subrecipient of CDBG monies during any period of that agency's or subrecipient's debarment, suspension, or placement in ineligible status under the provisions of 2 CFR 200.214.

**ARTICLE XVI
CONFLICT OF INTEREST**

16.01 Agency agrees to abide by the provisions of 2 CFR 200 and 24 CFR 570.611, which include maintaining a written code or standards of conduct governing the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds

16.02 Agency certifies that no employee, agent, consultant, officer, elected or appointed official of the Agency who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities has or will have any personal or financial interest or benefit to obtain from this Agreement and the CDBG-assisted activity, nor any interest in any contract, subcontract or Agreement with respect thereto, or the proceeds thereunder, either for the official or those with whom they have family or business ties, either during the official's tenure or for one year after completion of the Agreement term.

**ARTICLE XVII
WHERE AGENCY IS A RELIGIOUS ENTITY**

17.01 Where Agency is a religious entity, Agency certifies that all CDBG funds shall be used wholly for secular purposes. Agency agrees and binds itself that it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services

or give preference to persons on the basis of religion. Agency agrees and binds itself that it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services funded by this Agreement.

**ARTICLE XVIII
RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE
HOUSING REPLACEMENT**

18.01 Agency agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Agency shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Agency also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

**ARTICLE XIX
INDEMNIFICATION AND RELEASE**

19.01 Agency agrees to indemnify and hold harmless the City, its officers, agents, volunteers, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

19.02 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, volunteers, and, employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

**ARTICLE XX
INSURANCE**

19.01 General. The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property

that may arise from or in connection with the performance of the services performed by the Agency, its agents, representatives, volunteers, employees, or subcontractors.

19.02 The Agency’s insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are as set forth below. Certificates of insurance evidencing the required insurance coverages are attached in Exhibit C.

During the term of this Agreement the Agency’s insurance policies shall meet the minimum requirements of this section:

19.03 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer’s Liability.

19.04 General Requirements Applicable to All Policies. The following General requirements to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City’s Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit C; and shall be approved by the City before work begins.
- (c) Agency shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

19.05 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.

- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

19.06 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

19.07 Workers’ Compensation/Employer’s Liability Insurance. Workers’ Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

ARTICLE XXI GENERAL PROVISIONS

20.01 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article

I shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

20.02 The City's Community Services Department shall provide "technical" assistance to Agency as requested and as mutually agreed upon in the performance of Agency's duties under this Agreement. "Technical" assistance is described as including, but not limited to staff assistance to ensure compliance to CDBG regulations and to ensure that proper accountability and program delivery results are achieved; and providing orientation to Agency staff and board members regarding CDBG regulations and procedures. The provision of "technical" assistance is dependent on time constraints and priorities of the Community Services Department staff, at City's sole discretion. **City shall have no liability to Agency or any third party in providing any "technical" assistance.**

20.03 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

20.04 This Agreement has been made under and shall be governed by the laws of the State of Texas.

20.05 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

20.06 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

20.07 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

20.08 The parties acknowledge that they have read, understand, and intent to be bound by terms and conditions of this Agreement.

20.09 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

20.10 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

20.11 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

20.12 Prioritization. Agency and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Agency to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Agency. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Agency shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

20.13 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

20.14 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as named herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

Agency: Attn: Carol Jones
Elder-Aid, Inc.
307 S. Main Street, Suite 202
Bryan, TX 77803

City: Attn: Joshua Brooks
Community Services Department
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

20.15 To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits

- A Statement of Work
- B Budget
- C Certificates of Insurance
- D Reimbursement Request
- E HUD Income Limits
- F Project Compliance Report

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

EXHIBIT A
DETAILED STATEMENT OF WORK

ELDER-AID, INC. will use funds under this contract exclusively for the acquisition of the following project:

Elder-Aid, Inc., is proposing to purchase 1 plot of land with an existing blighted structure built atop it for the purpose of redevelopment and providing an affordable rental unit for income eligible tenants. Elder-Aid, Inc. intends to target all applicants at or below 60% of the area median income (AMI) and those applicants that are in transition from homelessness.

It is Elder-Aid, Inc.'s intent to purchase the following property, demolish the existing blighted structure, and then construct a new, single-family housing unit for low- to moderate-income rental use as a part of their Affordable Rental Program. This property will be located in College Station and available for rent soon after purchase.

Properties for proposed purchase are as follows:

The lot at:
1106 Carolina Street, College Station, TX, 5,000 sqft.

This property will be made available for lease to income-eligible households at or below 60% of the Area Median Income for the duration of the LURA.

Agency shall dedicate all easements required by City, including blanket easements which shall be substituted with as-built easements for all City utilities.

Agency is not prohibited from conducting a background check, including credit history and criminal history

The project must be completed no later than September 30th, 2024, and the contract shall be considered completed when the following terms are met: Proof of Ownership of referenced property, Waiver of Lien & Affidavit of Bills paid by Contractor & Agency, and within six (6) months from issuance of the Certificate of Occupancy, said units must be occupied by an eligible resident.

Payment by City on valid and eligible invoices shall not exceed the maximums established in Exhibit B, Budgets.

**EXHIBIT B
BUDGET**

Agency: ELDER-AID, INC.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the Agreement

\$85,000.00

USES OF FUNDS:

Acquisition*..... \$85,000.00

Total..... \$85,000.00

*At least 1 plot of land at 1106 Carolina Street

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract Number: 24300067
CDBG Funding Agreement
Form 07-06-2023

**EXHIBIT D
REIMBURSEMENT REQUEST FORM**



CITY OF COLLEGE STATION

**COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
REIMBURSEMENT REQUEST FORM**

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN CDBG CONTRACT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

Contract Number: 24300067
CDBG Funding Agreement
Form 07-06-2023

Agency's Certification and Reimbursement Request Form

Agency Name

Contract #

Program Name

Name of Agency Contact

Agency's Address

I. Agency's Certification and Reimbursement Request

I hereby certify:

- The information presented on this form is true and complete to the best of my knowledge;
- All programs and services have been executed in accordance with the terms and requirements of the contract;
- All expenses for which payment is being requested herein were incurred by the above-referenced program(s);
- All approved Board minutes and agendas have been received by the Community Services Department;
- A signed and dated Client Report, Narrative Report, and Fund-Raising Report have been received by the Community Services Department;
- All supporting documentation to substantiate this request has been received by the Community Services Department.
- The agency is in full compliance with the terms and conditions of the above referenced contract.

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

II. Monitor's Certification

I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Monitor

Date

III. Director of Community Services' Certification

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Director of Community Services

Date

**EXHIBIT E
HUD INCOME LIMITS**

**2023 MEDIAN INCOME LIMITS
City of College Station
Community Services**

This list supersedes all other lists of prior dates.

Household	30%	50%	80%
1	\$16,900	\$28,150	\$45,050
2	\$19,720	\$32,300	\$51,450
3	\$24,860	\$36,200	\$57,900
4	\$30,000	\$40,200	\$64,300
5	\$35,140	\$43,450	\$69,450
6	\$40,280	\$46,650	\$74,600
7	\$45,420	\$49,850	\$79,750
8	\$50,560	\$53,100	\$84,900

The left column (Household) refers to the number of people in the home. The highlighted column (80%) refers to your maximum income allowed per year by HUD guidelines.

Source: <https://www.huduser.gov/portal/datasets/il.html#2023>

**EXHIBIT F
PROJECT COMPLIANCE REPORT**

A	B	C	D	E	F	G	H
Unit Number	Tenant Name	Household Size	No. Bedrooms	Max Rent	Monthly Rent	Tenants Annual Gross Income	Compliance Y/N?



CONTRACT & AGREEMENT ROUTING FORM

CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT#: 24300068 PROJECT#: CD2329 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Elder-Aid 1106 Carolina Development - A CHDO Funding Agreement with Elder-Aid for the

construction of a new LMI elderly rental unit. This funding agreement allocates HOME funds for the demolition of an existing blighted structure and the new construction at 1106 Carolina.

Name of Contractor: Elder-Aid, Inc.

CONTRACT TOTAL VALUE: \$ 159,475 **Grant Funded** Yes No
If yes, what is the grant number: FY 20,21, 22

Debarment Check Yes No N/A **Davis Bacon Wages Used** Yes No N/A
Section 3 Plan Incl. Yes No N/A **Buy America Required** Yes No N/A
Transparency Report Yes No N/A

NEW CONTRACT **RENEWAL #** _____ **CHANGE ORDER #** _____ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

The 2023 Affordable Housing Sole Source RFP was released to Elder-Aid Inc. on July 18th, 2023 seeking an eligible CHDO project and was recieved back on September 6th

2023. These funds are allocated in the FY20, 21, and 22 Community Development Budgets. This Funding Agreement accounts for \$159,475.00 in HOME funds of a \$244,475.00 project, with the remainder to be funded by the City's CDBG grant.

(If required)*

CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

MAYOR (if applicable) DATE

CITY SECRETARY (if applicable) DATE

___Original(s) sent to CSO on ___

Scanned into Laserfiche on _____

___Original(s) sent to Fiscal on ___

**CITY OF COLLEGE STATION
HOME INVESTMENT PARTNERSHIP CHDO FUNDING AGREEMENT**

**ARTICLE I
PARTIES**

1.01 This HOME CHDO Funding Agreement (the “Agreement”) is between the **City of College Station** (“City”), a Texas Home Rule Municipal Corporation, and **Elder-Aid, Inc.** (“Recipient”), a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

**ARTICLE II
AGREEMENT PERIOD**

2.01 This Agreement will terminate on September 30th, 2024, unless extended by a written agreement. This Agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

**ARTICLE III
RECIPIENT PERFORMANCE**

3.01 Recipient may administer _at least one Project for the acquisition of a suitable property, demolition of an existing structure, and construction of at least one new affordable, single family residence (“Project” or “Projects”) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

3.02 Recipient shall perform all activities in accordance with the terms of the Performance Statement, (“**Exhibit A**”); the Budget, (“**Exhibit B**”); the Project Implementation Schedule, (“**Exhibit C**”); the Applicable Laws and Regulations, (“**Exhibit D**”); the Certifications, (“**Exhibit E**”); the Insurance Requirements and Certificates of Insurance (“**Exhibit F**”), the assurances, covenants, warranties, certifications, and all other statements made by Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

3.03 In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Recipient hereunder, Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

3.04 In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

3.05 Recipient agrees to maintain itself as a CHDO (Community Housing Development Organization) status for the duration of this Agreement in accordance with 24 C.F.R. 92. Any funds advanced as CHDO pre-development funds must be in compliance with 24 C.F.R. 92.301, and are forgivable only under the terms in 92.301. Any funds advanced to Recipient as CHDO Operating Expenses must be expended in compliance with 24 C.F.R. 92.208. Any funds that

recipient is permitted to retain as CHDO proceeds from this Project shall be used in compliance with 24 C.F.R. 92.300(a)(2) or as specified in this Agreement. If the Project is a rental, Recipient will create and follow a tenant participation plan as required by 24 C.F.R. 303.

3.06 Annually or as tenant occupancy changes, whichever occurs earlier, the Recipient will submit to the City a copy of the lease and proof of income of the tenants occupying the HOME units. This information will be submitted for the duration of the affordability period as noted in the Land Use Restriction Agreement.

3.07 The Recipient agrees not to prohibit a Section 8 tenant from occupying a HOME unit. The Recipient is not prohibited from conducting a background check on credit history or criminal history.

3.08 If applicable, Recipient agrees that all prospective purchasers of housing funded under this Agreement will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines in effect at the time of this Agreement, or as may be amended.

ARTICLE IV PAYMENT AND CITY OBLIGATIONS

4.01 Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may pay for actual and reasonable costs up to the amount of ONE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED SEVENTY-FIVE and 00/100 DOLLARS (\$159,475.00) that will be paid from the Fiscal Year 2020, 21, and 22 Community Development Budget (HUD Grant Year 2019, 20, and 21). These costs incurred by Recipient during the agreement period for performances rendered under this Agreement by Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Recipient under this Agreement.
- (b) City shall not be liable to Recipient for any costs incurred by Recipient, or any portion thereof, which have been paid to Recipient or which are subject to payment to Recipient, or which have been reimbursed to Recipient, or are subject to reimbursement to Recipient, by any source other than City or Recipient.
- (c) City shall not be liable to Recipient for any costs incurred by Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Recipient for any costs incurred by Recipient or for any

performances rendered by Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.

- (e) City shall not be liable for costs incurred or performance rendered by Recipient before commencement or after termination of this Agreement.

4.02 Limit of Liability

Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed ONE HUNDRED FIFTY NINE THOUSAND FOUR HUNDRED SEVENTY-FIVE and 00/100 Dollars, (\$159,475.00), from the HUD Grant Year 2019, 20, and 21 Budget.

ARTICLE V DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs.

5.02 Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Recipient prior to requesting a disbursement of funds from the City.

5.03 The Parties agree that City's obligations to make payments under this Agreement are contingent upon Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Recipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS

6.01 Recipient shall comply with the requirements of 2 C.F.R. 200, including utilization of adequate internal controls, as modified by 24 C.F.R §92.505.

ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS

7.01 Recipient must establish and maintain sufficient records, including those listed under 24 C.F.R. § 92.508. The sufficiency of the records will be determined by City.

7.02 All records pertinent to this Agreement shall be retained by Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (a)** If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b)** Records relating to real property acquisition shall be retained for the period of affordability required under 24 C.F.R. 92.254.
- (c)** Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

7.03 Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Recipient. Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

7.04 Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

7.05 Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

ARTICLE VIII REPORTING REQUIREMENTS

8.01 Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

8.02 Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

8.03 Recipient will report any project or program delays or modifications and await City approval before proceeding.

8.04 Verification of income for HOME assisted unit tenants will be pursuant to 24 C.F.R. 56.09.

8.05 Recipient will also report any instances of client fraud or program abuse to the City. Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

8.06 Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

8.07 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Recipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Recipient hereunder. If City withholds such payments, it shall notify Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

ARTICLE IX MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Recipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Recipient. Failure by Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

ARTICLE X INDEPENDENT CONTRACTOR

10.01 In all activities or services performed hereunder, the Recipient is an independent contractor and not an agent or employee of the City. The Recipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Recipient shall supply all materials, equipment and labor required for the execution of the work on the Project. The Recipient shall have ultimate control over the execution of the work under this Agreement. The Recipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge,

and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Recipient or any of the Recipient's subcontractors except to the limited extent provided for in this Agreement.

10.02 The Recipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Recipient from its obligations to the City under this Agreement. The Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Recipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Recipient and is a breach of this Agreement.

10.03 Unless otherwise stipulated, the Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Recipient. It shall be the responsibility of the Recipient to furnish a completed work product that meets the requirements of the City.

10.04 Any injury or damage to the Recipient or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Recipient.

10.05 By entering into this Agreement, City and Recipient do not intend to create a joint enterprise.

ARTICLE XI INDEMNIFICATION AND RELEASE

11.01 RECIPIENT SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

11.02 The indemnifications contained in section 11.01 shall include, but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Recipient, then the Recipient shall indemnify and hold harmless and defend the City for such damage.
- (b) The Recipient shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- (c) The Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Recipient, its agents, employees, and representatives.
- (d) The Recipient shall be responsible for any damage to the building caused by the Recipient's personnel or equipment during installation.
- (e) The Recipient shall be responsible for the removal of all related debris.
- (f) The Recipient shall be responsible for subcontractors hired by it.
- (g) The Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Recipient's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

11.03 The indemnification obligations of the Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

11.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 11.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.05 RELEASE. The Recipient assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is

caused by or alleged to be caused by, arising out of, or in connection with the Recipient's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.06 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

ARTICLE XII INSURANCE

12.01 INSURANCE The Recipient shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit F**.

During the term of this Agreement Contractor's (Recipient) insurance policies shall meet the minimum requirements of this section:

12.02 Types. Recipient shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

12.03 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit F**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.

- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

12.04 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain
- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

12.05 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

12.06 Workers’ Compensation/Employer’s Liability Insurance. Workers Compensation/Employer’s Liability insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.

- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

**ARTICLEARTICLE XIII
SUBCONTRACTS**

13.01 Except for subcontracts to which the federal labor standards requirements apply, Recipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City’s prior written approval. Recipient shall only subcontract for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Recipient has obtained City’s prior written approval, based on the information submitted, of Recipient’s intent to enter into such proposed subcontract. Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Recipient’s subcontractor(s).

13.02 In no event shall any provision of this Article XIII, specifically the requirement that Recipient obtain City’s prior written approval of a subcontractor’s eligibility, be construed as relieving Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Recipient. City’s approval under Article XIII does not constitute adoption, ratification, or acceptance of Recipient’s or subcontractor’s performance hereunder. City maintains the right to insist upon Recipient’s full compliance with the terms of this Agreement, and by the act of approval under Article XIII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

13.03 Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

13.04 Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

**ARTICLE XIV
CONFLICT OF INTEREST**

14.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any Agreement, subcontract or Agreement (or the proceeds

thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

ARTICLE XV NONDISCRIMINATION AND SECTARIAN ACTIVITY

16.01 Equal Opportunity. Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin 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 provided under this Agreement. In addition, funds provided under this Agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, Agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

16.02 Faith-based activities. Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

ARTICLE XVI LEGAL AUTHORITY

16.01 Recipient assures and guarantees that Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Recipient has obligated itself to perform hereunder.

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

16.03 Recipient shall not employ, award Agreement to, or fund any person that has been

debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

**ARTICLE XVIII
LITIGATION AND CLAIMS**

17.01 Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Recipient in connection with this Agreement; and b) any claim against Recipient. Except as otherwise directed by City, Recipient shall furnish immediately to City copies of all documents received by Recipient with respect to such action, proceeding, or claim.

**ARTICLE XVIII
CHANGES AND AMENDMENTS**

18.01 Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

18.02 It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

18.03 Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

**ARTICLE XIX
SUSPENSION**

19.01 In the event Recipient fails to comply with any term of this Agreement, City may, upon written notification to Recipient, suspend this Agreement in whole or in part and withhold further payments to Recipient, and prohibit Recipient from incurring additional obligations of funds under this Agreement.

**ARTICLE XX
TERMINATION**

20.01 The City may terminate this Agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this Agreement. In the event Recipient materially fails

as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.
- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

ARTICLE XXI AUDIT

21.01 Unless otherwise directed by City, Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and Subpart F of 2 C.F.R. 200., for any of its fiscal years included within the agreement Period, in which Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Recipient, each audit required by this Article may cover either Recipient's entire operations or each department, agency, or establishment of Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Recipient shall utilize operating expense funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this Agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Recipient shall submit

the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XXI are subject to review and resolution by City or its authorized representative.

- (e) As part of its audit, Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

21.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Recipient agrees to permit City or its authorized representative to audit Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

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

21.04 Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Recipient

21.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS

22.01 Recipient understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

22.02 Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: “This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City’s determination to proceed with, modify, or cancel the project based on the results of the environmental review.”

22.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Recipient must also maintain a copy of the Environmental Review Record

in Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this Agreement. City shall document its compliance with such other requirements in its environmental review file.

**ARTICLE XXIII
SPECIAL CONDITIONS**

23.01 Certification. City shall not release any funds for any costs incurred by Recipient under this Agreement until City has received certification from Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Agreement. City shall specify the content and form of such certification.

23.02 Affordability. Funds provided under this Agreement must meet the affordability requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5). The City shall reduce HOME investment amount to be recaptured by Recipient on a pro-rata basis for the time the unit is in compliance with 24 C.F.R. § 92.254 and the HOME rules as applicable.

Home Funds Subject to Recapture	Affordability Period
< \$15,000	5 years
\$15,000 - \$40,000	10 years
> \$40,000	15 years

23.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recaptured funds will include the amount provided through the City’s Down Payment Assistance Program and the Recipient’s subsidy to the homebuyer equaling the difference between the fair market value and the sales price of the home. Recipient agrees that Recipient’s recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Recipient’s recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

23.04 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this Agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this Agreement.

23.05 Affirmative Marketing. Should funds from this Agreement be used in the construction of five (5) or more dwelling units, Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Recipient during the marketing of the units by use of compliance certification. Where a Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include

extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Recipient to affirmatively market housing and records to assess the results of these actions. Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

23.06 Enforcement of Affordability. City shall provide, and Recipient shall execute, a legally enforceable agreements consisting of a Land Use Restriction Agreement, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Recipient must

provide along with the other legal instruments an Agreement of Affordability.

23.07 Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Recipient shall return these assets to City within seven (7) days after the date of termination.

23.08 Flood Hazards. Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

23.09 Fair Housing. Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. 92.350.

23.10 Displacement, Relocation, and Acquisition. Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

23.11 Property Standards. Recipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

23.12 All documents necessary for the conveyance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

23.13 Funding under this Agreement is contingent upon Recipient meeting all terms, conditions of this Agreement.

23.14 This Agreement and the performance hereunder may not be assigned without the express written consent of City.

23.15 This Agreement is binding on Recipient's assigns and successors-in-interest.

ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

24.01 All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing

and are contained in this Agreement.

24.02 The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Recipient in accordance with Article III of this Agreement.

**ARTICLE XXVI
VENUE**

25.01 For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

**ARTICLE XXVI
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

26.01 Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Recipient under this Agreement. Upon request by City, Recipient shall furnish satisfactory proof of its compliance herein.

26.02 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Recipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Recipient verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Recipient herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits

- A. Performance Statement
- B. Budget
- C. Project Implementation Schedule
- D. Applicable Laws and Regulations
- E. Certifications
- F. Insurance Certificates

ELDER-AID, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
PERFORMANCE STATEMENT

1. Recipient is awarded up to \$159,475.00 from the City of College Station FY 2020, 21, and 22 (HUD Grant Year 2019, 20, and 21) HOME Investment Partnerships Program – Community Housing Development Organization (CHDO) set-aside funds. These funds must be used for __the demolition of an existing substandard structure and construction of at least one affordable, single-family residence in the City of College Station. Homes must be rented to elderly households at or below 60% of the Area Median Income.
2. **All construction shall be of a design approved by the City. The exterior of the homes must be a minimum of 25% brick and must have a garage or accessory storage structure of at least sixty four (64) square feet if lot size permits. All homes must meet deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff.**
3. A detailed Project Budget and cost breakdown shall be submitted by the Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. All work must be in compliance with current City of College Station Building Codes. Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within one (1) year of the date of this Agreement.
6. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
7. Recipient must provide written notification of all subcontractors to City.
8. Upon completion of such construction Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in **Exhibit B**, Budgets.
9. Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Recipient is not prohibited from conducting a background check on credit history or criminal history.
10. Any program income, must be disbursed by Recipient prior to requesting a disbursement of funds from the City. Proceeds from the sale of properties acquired and rehabilitated under this contract are not to be considered program income but may be retained by the CHDO as allowed under 24 CFR 92.300(a)(2), as CHDO Proceeds. All such proceeds retained by the Recipient must be used for future affordable housing activities within the jurisdictional boundaries of the City of College Station, subject to approval by the City. The City grants the Recipient the right to maintain all project proceeds. All program income, recaptured funds, repaid funds, project proceeds, etc., are subject to this Agreement..

**EXHIBIT B
BUDGET**

SOURCES OF FUNDS:

Maximum Proceeds of grant under the agreement _____ \$159,475.00 _____

USES OF FUNDS:

Site Preparation Costs/Demolition.....	\$10,000.00
Infrastructure Costs.....	\$0.00
Construction Rehabilitation Costs.....	\$120,000.00
Financing Costs.....	\$2,500.00
Professional Fees (Architect, Engineering, Legal, etc.).....	\$1,750.00
Developer Fees.....	\$22,225.00
Other Soft Costs (Title, Appraisal, Taxes, Insurance).....	\$3,000.00
Total.....	\$159,475.00

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: ___ October 17th, 2023 _____

AGREEMENT END DATE: ___ September 30th, 2024 _____

Construction Phase – Construction for this project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than ___ September 30th, 2024 _____. The issuance of a building permit will constitute start of construction.

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Recipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENTOR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS

AGREEMENT, RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276C)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT F
CERTIFICATES OF INSURANCE

