

**AMENDMENT TO THE SIX PARTY AGREEMENT FOR THE
NORTHRIDGE WATER SUPPLY CORPORATION PROJECT
BETWEEN THE TEXAS WATER DEVELOPMENT BOARD, THE CITY OF AUSTIN,
WILLIAMSON COUNTY,
TRAVIS COUNTY, NORTHRIDGE WATER SUPPLY CORPORATION AND
WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

THIS AMENDMENT TO THE SIX PARTY AGREEMENT FOR THE NORTHRIDGE WATER SUPPLY CORPORATION PROJECT ("Amendment"), is entered into by and between The Texas Water Development Board ("TWDB"), the City of Austin ("City"), Williamson County ("County"), Travis County ("Subrecipient"), Northridge Water Supply Corporation and Williamson County and Cities Health District ("District") ; and

WHEREAS, the Six Party Agreement ("Agreement") was intended to facilitate funding improvements to the Northridge Water Supply Corporation's water system through the Texas Water Development Board's Small Community Hardship Program in order to remedy identified deficiencies in the said water system; and

WHEREAS, the Six Party Agreement contemplates a cooperative effort by the six parties thereto in coordinating the Northridge Water Supply Corporation Project ("Project"), which consists of the design and construction of a new distribution system to convey potable water from a connection with the City of Austin's water system to the existing customers of the Northridge Water Supply Corporation, including, but not limited to: distribution lines, fire hydrants, service laterals, valves, meters and connections to the structures of existing customers of the Northridge Water Supply Corporation; pavement repair; and demolition and removal of existing Corporation water storage and pumping facilities; and

WHEREAS, pursuant to the Six Party Agreement, the County agreed to contribute \$150,000 of its CDBG funds (the "Funds") to the Project, and the Subrecipient has agreed to manage and administer the construction of the Project, manage all funds for such construction, including the Funds, and track, document and pay Project expenditures; and

WHEREAS, the Parties desire to identify the source of funding and set forth the terms for expenditure of County's \$150,000 commitment pursuant to the terms of this Amendment

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U. S. Department of Housing and Urban Development (HUD) under a grant agreement ("County Grant") pursuant to Title I of the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, Subrecipient is also the recipient of Community Development Block Grant (CDBG) funds granted by the U. S. Department of Housing and Urban Development (HUD) under a grant agreement (Subrecipient Grant) pursuant to applicable law; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The Parties to the Agreement hereby agree to amend the Agreement by adding the following Article IX:

ARTICLE IX TRAVIS COUNTY/WILLIAMSON COUNTY GRANT AGREEMENT

PART I

1. PURPOSE:

A. **AFFECTED PARTIES.** The Parties acknowledge and agree that the terms of this Amendment set forth an agreement only as between Williamson County ("County") and Travis County ("Subrecipient"), and that the performance requirements and obligations provided for under this Amendment are requirements and obligations only as to County and Subrecipient and do not obligate the other Parties to the Agreement in any way.

B. BASIC SCOPE OF THE AMENDMENT

1. County shall tender the Funds to Subrecipient subject to the terms of this Amendment. Such payment will be made based on monthly invoices submitted by Subrecipient to County pursuant to applicable Grant requirements and this Amendment within thirty (30) days of receipt by County of a complete and correct invoice from Subrecipient.
2. Subrecipient shall manage and administer the construction of the Project; manage all funds related to the Project, including the Funds; and track, document and pay Project expenditures pursuant to this Amendment and the Subrecipient Grant.
3. Subrecipient shall provide a grant/construction manager for the Project who shall be responsible for the management of the administration of Project funding and manage the Project's construction activity.
4. Subrecipient shall expend and apply the Funds on construction costs only. "Construction Costs" shall mean and include costs typically associated with the construction and installation of water distribution systems including, but not necessarily limited to distribution lines, fire hydrants, service laterals, valves, meters and connections to the structures of existing customers of the Northridge Water Supply Corporation; pavement repair; traffic control; silt fencing during construction; re-vegetation; road saw-cuts; removal or relocation of any obstacles in the easements; and the demolition and removal of the Northridge Water Supply Corporation's existing water storage and pumping facilities to the Texas Commission on Environmental Quality's satisfaction. Construction Costs will be strictly limited to those costs allowed by the County and Subrecipient Grants.
5. County and Subrecipient agree that all performance under this Amendment shall be subject to all applicable requirements of the County Grant and the Subrecipient Grant (collectively referred to as the "Grants"); and that compliance with applicable requirements of those grants shall be considered compliance with provisions of this Amendment. Should any

provision in this Amendment conflict with any provision of either grant agreement, the provision of the grant agreement of the respective Party shall prevail. Subrecipient and County each acknowledge and agree that it has received a copy of the other's Grant Agreement, and that copies of any amendments or changes in Subrecipient or County's Grant Agreement will be provided in a timely manner.

- C. Upon request, the County will provide technical assistance to the Subrecipient concerning compliance with the terms of this Amendment. The Subrecipient shall be responsible for all bidding procedures and subcontractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.
- D. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, the Project shall be operated in compliance with all applicable federal, state and local laws to the extent that County and Subrecipient are responsible for such operation. Subrecipient agrees the Funds shall be expended solely for the purposes set forth herein.

2. **TERM OF AMENDMENT:**

Notwithstanding the terms of the Agreement, except as otherwise set forth herein, the terms of this Amendment shall commence upon the date of the last party's execution hereof and shall terminate on the date that the City of Austin assumes ownership of the Northridge Water Supply Corporation's water system and of the Project. The Parties understand and agree that, as to the terms of this Amendment, City of Austin ownership will occur upon: 1) the completion of construction in accordance with all applicable City of Austin specifications and standards; 2) pay off of any North Ridge Acres Water Supply Corporation ("Corporation") debt by the Corporation; 3) successful completion of all requirements of the Six Party Agreement; and 4) completion of any requirements of any other applicable agreements between the City of Austin and the Corporation. In addition, the Parties understand and agree that maintenance of the system will be the full and complete responsibility of the City of Austin upon assumption of ownership.

3. **PROJECT INDICATORS:**

Subrecipient and the County Grants Coordinator will work in cooperation to obtain mutually agreeable indicators relating to the Project and the Funds being expended on the Project. Such indicators could include but not be limited to the number of persons, households, businesses, units or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. All indicators shall be in compliance with Subrecipient and County Grant requirements as indicated in the HUD Information Disbursement and Management System. County shall coordinate collection of required data with the Subrecipient Project Manager.

4. **AMOUNT OF FUNDS:**

The County shall pay and Subrecipient agrees to accept \$150,000.00 (One Hundred Fifty Thousand Dollars and no/100) (the "Funds") for performance under this Amendment.

- A. Payment of the Funds under this Amendment is subject to receipt by the County of sufficient federal funds for the CDBG program. The County agrees to give priority to the Project under this Amendment by encumbering sufficient CDBG funds to cover the amount stated in the Amendment upon receipt of CDBG funds. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall result in the immediate notification to the Subrecipient by the County of such termination, reduction or delay of CDBG funds. If termination of CDBG funds to County and to Subrecipient occurs, the County will pursue action as defined in Part II, Section 14. If reduction or delay of funds occurs, County and Subrecipient will mutually agree in writing to an amendment to this Amendment to address changes necessary to reflect such reduction or delay.
- B. Any funds not disbursed by the Subrecipient in a timely manner according to actual expenditures made on the Project shall be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars (\$100.00) per year may be retained by the Subrecipient and used for project expenses. Any interest in excess of one hundred dollars (\$100.00) per year shall be remitted to the County within sixty (60) days of the end of each year of the Amendment period.
- C. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Amendment. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during this Amendment for activities permitted under this Amendment and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Amendment period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County subject to Section 4.B.

5. **TERMS AND CONDITIONS:**

- A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the Funds provided under this Amendment and governing the Project.
- B. The County shall have no liability for the maintenance, operation or program funding provided by the Subrecipient.

- C. Nothing contained in this Amendment is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between County and Subrecipient. Subrecipient shall at all times remain independent with respect to the services to be performed under this Amendment. The relationship of the County and Subrecipient shall be an independent contractor relationship. Subrecipient and County expressly acknowledge and agree that Subrecipient and County are independent entities and each assumes all the rights, obligations, and liabilities applicable to it as an independent entity. In addition, Subrecipient and County, as independent contractors, shall also maintain the relationship of Grantor/Grantee (Subrecipient) pursuant to the terms of this Amendment and their respective Grants.
- D. Subrecipient shall fulfill its stated purpose as outlined in this Amendment, and provide continued service pursuant to the terms of this Amendment to County's satisfaction and with County's approval, which shall not be unreasonably withheld. All records and public information created in connection with this Amendment or the Project shall be retained by Subrecipient for the time period specified in Part II Section 3B(1) of this Amendment and in accordance with the terms of the Subrecipient Grant.
- E. In the event Subrecipient discontinues its services under this Amendment or if the terms of this Amendment are otherwise terminated by Subrecipient and County prior to date that the City of Austin assumes ownership of the Northridge Water Supply Corporation's water system and of the Project, the portion of any unexpended Funds shall be immediately returned to County.
- F. In the event Subrecipient applies or expends the Funds for the payment of non-construction related costs as defined in Part I, Section A.4 and the terms of this Amendment and the Grants, Subrecipient shall reimburse County for the amount that was not spent in accordance with the terms of this Amendment and the Grants.

PART II

1. **PERFORMANCE AND REPORTING:**

- A. Subrecipient shall direct all notices, documentation, reports, and other communications related to or required by this Amendment to the office of the Williamson County Grants Coordinator, 350 Discovery Blvd, Suite 207, Cedar Park, Texas 78613. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to OMB Circular A-133.
- B. Until both the completion of the Project and the expenditure of all the Funds, Subrecipient shall submit, in a form that meets requirements of the Subrecipient Grants and this Amendment, monthly reports describing progress of the Project activities. Furthermore, at least once monthly, or as set forth in the Subrecipient

and County Grants, Subrecipient shall provide County with copies of all architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for Project work completed during the month; copies of all purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts of the Funds that are to be paid or that were paid during each month; and time sheets and other source documents. Subrecipient and County agree that all reporting requirements under this Amendment shall be considered complete by provision by Subrecipient to County of those reports, certificates, etc. required under the Subrecipient Grant and that Subrecipient will not be required to create, maintain or provide reports or other materials beyond those required by the Subrecipient Grant.

- C. Within thirty (30) days of the date that the City of Austin assumes ownership (as defined in Part I, Section 2) of the Northridge Water Supply Corporation's water system and of the Project, Subrecipient shall provide the County with a report of the expenditure of funds of the Expenditure of Funds disbursed under this Amendment certified by the Subrecipient's Auditor's Office.

2. **OTHER REPORTS, AUDITS AND INSPECTIONS:**

- A. To the extent possible, Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information pertaining to this Amendment as required by the Subrecipient Grant.
- B. During the term of this Amendment, and subject to any applicable laws related to confidentiality and/or privacy, any time during normal business hours, with prior notice by the County to Subrecipient, and Subrecipient to County, Subrecipient and County shall make available to the County and Subrecipient, respectively, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient and County's records related to this Amendment in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Amendment. Such records shall be made available to HUD and/or the Comptroller General of the United States, or their duly authorized representatives, according to the provisions of the Subrecipient Grant.
- C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Amendment for the time period specified in Part II Section 3B(1) of this Amendment and as specified in the Subrecipient Grant.

3. **ADMINISTRATIVE REQUIREMENTS:**

- A. Financial Management
 - 1. Accounting Standards

Subrecipient agrees to comply with OMB Circular A- 102 and agrees to adhere to the accounting principles and procedures required, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. All financial transactions and documentation must comply with the audit requirements in OMB Circular A-133. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by OMB Circular A-102.

2. Cost Principles

Subrecipient shall administer its program in conformance with OMB Circulars A-87 , "Cost Principles for State, Local and Indian Tribal Governments," A-21, "Cost Principles for Educational Institutions;" and/or A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the Project as required under the Subrecipient Grant, including but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- d. Financial records as required by 24 CFR 570.502, and OMB Circular A-110.

Such records shall be maintained as defined in 24 CFR 85.42 as modified by 570.502(a)(16), or 24 CFR 84.53(b) as modified by 570.502(b)(3)(ix)(A) and (B), as appropriate and as provided in the Subrecipient Grant.

Records are to be retained for four (4) years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four (4) year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular four (4) year period, which ever is longer. Subrecipient and County will each provide the other with a copy of their CAPER on or before January 1st of each year that the project is referenced.

2. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Amendment benefit low/moderate income persons, as defined in 24 CFR 570.208 and the Subrecipient Grant at the time of such expenditure.

C. Procurement

1. Compliance

Subrecipient shall not purchase equipment with County funds due to the nature of the Project.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of OMB Circular A-87 and OMB Circular A-102, as applicable to the Subrecipient.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of Subrecipient and County and all parties to the Agreement.

4. **NON-DISCRIMINATION:**

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and project beneficiaries must, however, be persons in need of the programs provided by Subrecipient as defined by the Subrecipient Grant and 24 CFR 57.208(A).

5. **SECTION 504 COMPLIANCE:**

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. **EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:**

The Subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the Subrecipient shall ensure that all contracts for work under this Amendment contain appropriate equal employment opportunity statements.

Subrecipient certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Amendment:

- A. The work to be performed under this Amendment is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. Subrecipient and County agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Amendment, Subrecipient and County certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 CFR part 135.

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

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Where Subrecipient and/or County are subject to the provisions of Section 3 and section 7(b), they each agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts, within the guidelines of Subrecipient's policy, to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Amendment.*

9. **LABOR:**

Construction projects funded under the CDBG program in excess of \$2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall provide the County with documents showing compliance with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Amendment.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

A. Restriction The Subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial

assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

B. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

1. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
2. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

C. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this Amendment.

D. Compliance

Compliance can be accomplished by the Subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AMENDMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Amendment in a timely and proper manner according to the terms of this Amendment, or if Subrecipient violates any of the terms, agreements or stipulations of this Amendment, the County shall thereupon have the right to proceed to seek termination of this Amendment by giving written notice to Subrecipient and all parties to the Agreement specifying the default or defaults and recommended action for cure, and stating that this Amendment may be terminated within 30 days (or a time period mutually agreed to by Subrecipient and County as reasonable to complete the cure, hereby referred to as the "cure period") after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment for work completed after receipt of the notice and during the cure period unless the defaults are remedied within that cure period. If the cure is not successfully completed within the cure period, this Amendment may be terminated. In the event of such termination, Subrecipient shall promptly repay to the County the amounts that have not been disbursed by Subrecipient prior to such notice and subsequent termination and any amounts determined to have been paid for non-allowable expenses.

14. **TERMINATION OF AMENDMENT FOR CONVENIENCE:**

This Amendment may be terminated in whole or in part upon the mutual written agreement of Subrecipient and County and the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date,

the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, Subrecipient shall promptly repay to the County that portion of the Funds which have not been applied or expended on the Project by Subrecipient as agreed to in the agreement entered into under this Section 14.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

- A. No member or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Amendment, or to any benefit to arise herefrom.
- B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Amendment pertains, shall have any private interest, direct or indirect, in this Amendment.
- C. No federal funds appropriated under this Amendment shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 agreement.
- D. 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, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Subrecipient shall require that the language of this certification be included in all award documents and shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Amendment. Subrecipient further covenants that in the performance of this Amendment, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Amendment shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support

provided herein in all publications made possible with funds made available under this Amendment.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Amendment without the prior written approval of the County. Any assignment made without such consent shall be void. This Amendment shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Amendment are held to be invalid, illegal, or unenforceable, this Amendment shall be deemed severable and the remainder of the Amendment shall remain in full force and effect.

20. **DISCLAIMER OF RELATIONSHIP - LIMITATIONS OF COUNTY LIABILITY:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Amendment, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County. The parties hereto acknowledge and agrees that under the Constitution and the laws of the State of Texas, neither party can enter into an agreement whereby it agrees to indemnify or hold harmless any other party.

21. **Immunity:**

It is expressly understood and agreed by the Parties that, neither the execution of this Amendment, nor any conduct of any representative of any Party relating to this Amendment, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on this _____ day of _____, 2008.

Williamson County, Texas

By: _____

Dan A. Gattis
County Judge

Date: _____

ATTEST: _____

Nancy E. Rister
County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
WILLIAMSON COUNTY)

On this _____ day of _____, 2008, before me, _____, a Notary Public in and for said State, personally appeared Dan A. Gattis and Nancy E. Rister, to me personally known, who being by me duly sworn, did say that they are the County Judge and County Clerk, respectively, of said County executing the within and foregoing instrument; that the seal affixed hereto is the seal of said County, and that the said Dan A. Gattis and Nancy E. Rister acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by them voluntarily executed.

Notary Public in and for Williamson County, Texas

Approved as to Form:

By: _____
Hal C. Hawes
Assistant Williamson County Attorney

By: _____
Jim Gilger
Williamson County Contract
Management Auditor

Travis County, Texas (Subrecipient)

By: _____
Samuel T. Biscoe
County Judge

Date: _____

City of Austin

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Texas Water Development Board

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Northridge Water Supply Corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

Williamson County and Cities Health District

By: _____
Printed Name: _____
Title: _____
Date: _____