

AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

WILLIAMSON COUNTY

AND

MULLIN & LONERGAN ASSOCIATES, INC.

THIS AGREEMENT ("Agreement"), entered into as of this ____ th day of _____, 2009, by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as the "Public Body", and MULLIN & LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, Public Body has been designated as an entitlement Community Development Block Grant ("CDBG") entity by the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant Program in accordance with the Community Development Act of 1974, as amended; and

WHEREAS, the Public Body has conducted a formal solicitation for consulting services to prepare the required five year consolidated plan and annual action plan; and

WHEREAS, as a result of the procurement process, the Public Body has designated Mullin & Lonergan Associates, Inc. as its consultant; and

WHEREAS, the Public Body desires to engage the Consultant to render certain technical advice and assistance in connection with such undertakings of the Public Body.

NOW, THEREFORE, the parties in this Agreement do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant shall perform and carry out in a satisfactory manner the preparation of a five year consolidated plan as described in Exhibit A, Scope of Services.

II. DATA AND SERVICES TO BE FURNISHED BY THE PUBLIC BODY

The Public Body will furnish or make available to the Consultant, HUD correspondence, local community development related correspondence, copies of planning documents, and other information and data as required. The Public Body will assist the Consultant in preparing a list of housing and social service stakeholders. The Public Body will provide meeting and interview space for stakeholder consultation, and will assist the Consultant

in contacting stakeholders and arranging the time and place of interviews and focus group meetings.

III. TIME OF PERFORMANCE

The Consultant will commence work immediately upon the complete execution of this Agreement. It is understood that the consolidated plan must be submitted to HUD by August 15, 2009. The Consultant will be responsible for completing any required revisions to the consolidated plan requested by HUD.

IV. COMPENSATION AND METHOD OF PAYMENT

The lump sum not to exceed fee for the preparation of the five year consolidated plan is \$29,500.

The Consultant shall be entitled to monthly progress payments based on the percentage completion of the overall assignment. In each invoice, the Consultant will certify to the percentage completion of the scope of services. Public Body's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Public Body within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Public Body in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Public Body's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Public Body shall notify Consultant of the discrepancy. Following Public Body's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Public Body shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Public Body's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

V. OTHER TERMS AND CONDITIONS

This Agreement is subject to Part II – Terms and Conditions, a copy of which is attached hereto.

IN WITNESS WHEREOF, the Public Boyd and the Consultant have executed this Agreement as of the date first written above.

ATTEST:

Nancy E. Rister

WILLIAMSON COUNTY

Dan A. Gattis, Williamson County Judge

SIGN
HERE

ATTEST:

Sharon C. Arvet

MULLIN & LONERGAN ASSOCIATES, INC.

Eric Fulmer, Chairman

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EXHIBIT A

SCOPE OF SERVICE

Mullin & Lonergan Associates, Inc. ("Consultant") will provide Williamson County, Texas, a political subdivision of the State of Texas ("Public Body") with the following services relative to the preparation of the Annual Action Plan for FY 2009 and the Five Year Consolidated Plan for the period FY 2009 to FY 2013.

The Housing and Community Development Five-Year Strategy [24 CFR 91.215]

The Consultant will prepare the Housing and Community Development Five-Year Strategy, which sets priorities, objectives, outcomes, actions and benchmarks, and links strategy priorities, and outcomes to specific 2009-2014 Action Plan projects.

The following are tasks in which the Consultant will be responsible for in preparing the Housing and Community Development Five-Year Strategy as required by the Consolidated Plan regulations [24 CFR 91.215]:

- The Consultant shall develop a format that will link current and future one-year action plan projects to the five-year strategy. Linking projects to the strategy will facilitate the tracking of projects and preparation of the Consolidated Annual Performance and Evaluation Report required by HUD.
- In developing the format, the Consultant must incorporate Performance Measurement data required by HUD.
- The Consultant shall review other County Department strategic plans and include any relative information from these plans that may further articulate the Institutional Structure and Coordination of the Urban County Program in implementing the priorities and objectives of the Consolidated Plan's Five-Year Strategy.
- The Consultant must use HUD's CPMP tool to develop the Housing and Community Development Five-Year Strategy. All sections of the Consolidated Plan CPMP tool must be addressed.
- The Consultant shall address all other requirements according to the Consolidated Plan regulations [24 CFR 91.215].

The 2008-2009 One-Year Action Plan [24 CFR 91.220]

The Williamson County CDBG office ("CDBG Office") will prepare the Proposed Project Pages, certifications and application forms that are to be included in the one year Action Plan.

The Consultant will be responsible for preparing the 2009 One-Year Action Plan [24 CFR 91.220]:

- The Consultant shall integrate the 2009 One-Year Action Plan into the 2009-2014 Consolidated Plan by editing the plan and ensuring that the formats are consistent using HUD's CPMP tool.
- The Consultant shall produce computer-generated maps to indicate geographically how Williamson County will direct assistance to low-income and minority concentrated areas during fiscal year 2009. These maps must be included in the 2009 One-Year Action Plan.

ANNUAL ACTION PLAN FOR FY 2009

Consultant will use HUD's CPMP tool to prepare the Annual Action Plan. Each FY 2009 activity will be linked to the objectives and performance outcomes in the Five Year Consolidated Plan.

1. SF 424
2. Action Plan Executive Summary - The Action Plan Executive Summary will include objectives and anticipated outcomes of FY 2009 activities, as well as an evaluation of past performance.
3. Description of FY 2009 activities- The Action Plan will include CPMP entries for each activity to be carried out with FY 2009 funds.
4. Narrative Responses to General Questions
 - a. The plan will describe the geographic areas of the jurisdiction (including areas of low-income families and/or racial/minority concentration) in which assistance will be directed during the next year. The plan will include an estimate of the percentage of funds the jurisdiction plans to dedicate to target areas.
 - b. The plan will describe the basis for allocating investments geographically within the jurisdiction during the next year and the rationale for assigning the priorities.
 - c. The plan will describe actions that will take place during the next year to address obstacles to meeting underserved needs.
 - d. The plan will identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Resources will include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds.
5. Program Management Issues
 - a. The plan will identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
 - b. The plan will identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

- c. The plan will describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.
- 6. Citizen Participation/Public Outreach
 - a. The plan will provide a summary of the citizen participation process.
 - b. The plan will provide a summary of citizen comments or views on the plan.
 - c. The plan will provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
 - d. The plan will provide a written explanation of comments not accepted and the reasons why these comments were not accepted.
- 7. Institutional Structure
 - a. The plan will describe actions that will take place during the next year to develop institutional structure.
- 8. Monitoring
 - a. The plan will describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.
- 9. Lead-based Paint
 - a. The plan will describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.
- 10. Specific Housing Objectives
 - a. The plan will describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
 - b. The plan will describe how federal, state, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.
- 11. Needs of Public Housing
 - a. The plan will describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

- b. If the public housing agency is designated as “troubled” by HUD or otherwise is performing poorly, the plan will describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

12. Barriers to Affordable Housing

- a. The plan will describe the actions that will take place during the next year to remove barriers to affordable housing.

13. Homeless Prevention

- a. Sources of Funds – The Plan will identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. The plan will describe the jurisdiction’s plan for the investment and use of funds directed toward homelessness.
- b. Homelessness – The plan will describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. The plan will also identify potential obstacles to completing these action steps.
- c. Chronic homelessness – The plan will describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. The plan will identify barriers to achieving this goal.
- d. Homelessness prevention – The plan will describe planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
- e. Discharge Coordination Policy – The plan will describe planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

14. Community Development

- a. The plan will identify the jurisdiction’s priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table.
- b. The plan will identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in Section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

Each specific objective developed to address a priority need will be identified by number and contain proposed accomplishments, the time

period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms.

15. Anti-Poverty Strategy

- a. The plan will describe the actions that will take place during the next year to reduce the number of poverty level families.

16. Non-Homeless Special Needs

- a. The plan will describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
- b. The plan will describe how federal, state, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

FIVE-YEAR CONSOLIDATED PLAN

Consultant will assist the Public Body in preparing the **Five Year Consolidated Plan (CP)** for submission to the U.S. Department of Housing and Urban Development. In preparing this document, we will be guided by the Part 91 regulatory requirements, our general background and experience in preparing consolidated plans, and the Public Body's CP planning procedures that have worked well in the past.

Consultant will begin work on this assignment by reviewing previous plans, studies, policies and strategies prepared by and/or for the community.

Consultant will update the 2000 Census data with more recent American Community Survey (ACS) data to the extent that it is available. Consultant will not expect the Public Body to collect or update any census data; however, Consultant will expect the Public Body to provide local information that may assist in preparing the CP. Such information may include building permit data, demolition data, building condition data, homeless point-in-time survey results, etc.

The Five Year CP will be prepared in a manner that incorporates HUD's CPMP Tool format. Approach to preparing the CP is as follows:

Executive Summary

Consultant will prepare a concise executive summary that describes the major objectives and anticipated outcomes identified in the CP, including a summary of past performance.

Consultation and Citizen Participation

At the outset of the consolidated planning process, Consultant will work with the Public Body to refine the list of stakeholders whose input would be sought during the preparation of the plan. Social service and housing stakeholders may include:

- Non-profit housing development organizations

- CHDO's
- Homeless organizations
- Human and social service organizations
- Georgetown Housing Authority
- Williamson County Habitat for Humanity
- Local and regional health service agencies and child service agencies (lead paint issues)
- Contiguous local units of government (non-housing community development needs)

The Consultant shall conduct forums for community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, public housing residents, business and economic development interests, and County and other governmental departments. The forums will serve as part of the consultation process required by HUD (see 24 CFR 91.100).

Forums should consist of the following topics:

- Linking Community Development and Anti-Poverty Efforts
- Fostering Economic Development Opportunities through Community Development
- Preserving Affordable Housing
- Helping Persons with Special Needs: Housing, Services, and Facilities

The following are tasks for which the Consultant will be responsible in conducting the forums:

- THE CONSULTANT SHALL CONDUCT AND FACILITATE THREE (3) FORUMS FOR COMMUNITY LEADERS IN ORDER TO ASSESS NEEDS AND STRATEGIES FOR THE CONSOLIDATED PLAN.
- THE CONSULTANT WILL BE RESPONSIBLE, WITH THE ASSISTANCE OF THE CDBG OFFICE, FOR DEVELOPING AGENDAS AND TOPICS TO BE DISCUSSED FOR EACH FORUM.
- THE CONSULTANT SHALL MAKE ALL NECESSARY COPIES OF AGENDAS AND ANY OTHER HANDOUTS FOR THE FORUMS.
- THE CONSULTANT SHALL USE THE INFORMATION COLLECTED DURING THE FORUMS AND INCORPORATE THE INFORMATION INTO THE CONSOLIDATED PLAN'S NEEDS ASSESSMENT, STRATEGIC PLAN, AND OTHER SECTION AS APPROPRIATE.
- THE CONSULTANT WILL WRITE UP SUMMARIES OF EACH FORUM INCLUDING, BUT NOT LIMITED TO, TOPICS ADDRESSED, MEETING NOTES, AND ATTENDEES. THESE SUMMARIES MUST BE INCLUDED IN THE CONSOLIDATED PLAN.

Citizen Participation Process: Assessing Survey Results

For the 2009-2014 Consolidated Plan, four (4) community meetings throughout the County will be held to solicit input on housing and community development needs. During the community meetings, a survey of the residents will be conducted to identify and prioritize the community's housing and non-housing needs for the next five (5) years.

The survey will also be disseminated to public housing sites and through various other methods of distribution. The County will distribute the survey and will post it on the County's web site. The Consultant will be required to assess the survey results and incorporate them into the various sections of the Consolidated Plan.

The Consultant will be responsible for the following tasks involving assessing the survey results and including them in the Consolidated Plan:

- The Consultant shall assess and analyze the survey results and include them in the Consolidated Plan's need assessment sections using tables or matrices.
- The Consultant shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.

Citizen Participation Process: Develop the Citizen Participation Plan and Summary

The Citizen Participation Plan will describe opportunities for the public to be involved during the five-year Consolidated Plan cycle as required by HUD (see 24 CFR 91.105).

The following are tasks in which the Consultant will be responsible for relative to developing the Citizen Participation Plan and Citizen Participation Summary:

The Consultant will develop a Citizen Participation Summary which describes how the public was involved in the development of the Consolidated Plan, Action Plan and how the public will be included in future Action Plans. The Citizen Participation Summary must be included in the Consolidated Plan and Action Plan.

The Housing and Community Development Needs Assessment

The Consultant will prepare the Housing and Community Development Needs Assessment in accordance with federal regulations as cited herein. This includes assessment of the County's housing and homeless needs [24 CFR 91.205] and non-housing community development needs [24 CFR 91.215(e)(1)] and preparation of a Housing Market Analysis [24 CFR 91.210]. The Consolidated Plan Regulations are outlined in 24 Code of Federal Regulations Part 91.

The following are tasks in which the Consultant will be responsible for in preparing the Housing and Community Needs Assessment:

- The Consultant shall prepare the Housing and Community Needs Assessment in accordance with the Federal Regulations cited above.
- The Consultant shall prepare maps to illustrate low- and moderate- income areas, population by race and ethnicity, unemployment population, poverty population, and other maps as requested. These maps must be incorporated into the relevant sections of the Housing and Community Development Needs Assessment.
- The Consultant shall prepare the Housing and Community Development Needs Assessment with the most recent data available including, but not limited to, housing price data, public housing information, and homeless need data. The 2000 Census should only be used when other data is not available.
- The Consultant shall prepare the Housing and Community Needs Assessment so that it is reader friendly to the public. This will include using charts, tables, and matrices where necessary to convey data so that the relevant sections are clear and concise.

The Consultant shall use HUD's Consolidated Plan Management Process (CPMP) Tool in developing the Housing and Community Needs Assessment and provide all necessary information required by the CPMP tool.

Housing data will also reflect consultations conducted with housing provider agencies, non-profit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.

1. Categories of Persons Affected - The Consolidated Plan will describe the Public Body's need for assistance for extremely low income, very low income, low income and moderate income families, for renters and owners, elderly persons, large families and persons with disabilities. Consultant will utilize 1990, 2000, and more recent census data, if available. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate income renters and owners compared to the community as a whole.

For any of the categories of households enumerated above, to the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included. (Disproportionately greater need exists when the percentage of persons in a category of housing need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.)

In particular, we will describe the needs of public housing residents and families on the PHA's public housing and Section 8 housing choice voucher program waiting list.

If required by HUD, the Consolidated Plan will also identify the size and characteristics of the population with HIV/AIDS and their families residing within the metropolitan statistical area.

2. Homeless Needs - The Consolidated Plan will describe the nature and extent of homelessness within Williamson County. Consultant will utilize 1990 and 2000 Census data, as well as stakeholder interviews with homeless provider agencies and operators of shelters and transitional housing facilities. The consolidated plan will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). The Public Body's consolidated plan will also contain a narrative description of the nature and extent of homelessness by racial and ethnic group, to the extent that this information is available.
3. Lead-Based Paint Hazards - The consolidated plan will estimate the number of housing units within Williamson County that contain lead-based paint hazards and are occupied by low income or very low income families.

Housing Market Analysis

1. General Characteristics - The Consolidated Plan will describe the significant characteristics of Williamson County's housing market, including such aspects as the supply, demand, condition and cost of housing, the housing available to serve persons with disabilities, and the housing available to serve persons with HIV/AIDS and their families. In completing this analysis, Consultant will utilize 1990 and 2000 census data, updated with 2007 ACS data, as available. The Consolidated Plan will identify and describe any areas within Williamson County with concentrations of racial/ethnic minorities and/or low income families. The terms "area of low income concentration" and "area of minority concentration" will be defined. In addition, we will estimate the number of vacant and abandoned buildings and determine, to the maximum extent feasible, whether there are vacant dwelling units in these buildings that are suitable for rehabilitation.
2. Public and Assisted Housing - Consultant will consult directly with the Georgetown Housing Authority in preparing the Public and Assisted Housing element of the Consolidated Plan. The Public Body's Consolidated Plan will describe the number of public housing units in Williamson County, the physical condition of these units, the restoration and revitalization needs, results from the Section 504 needs assessment and the Authority's strategy for improving the management and operation of public housing within Williamson County. The Consolidated Plan will also include the Housing Authority's strategy for improving the living environment of low and very low income families residing in public housing. The Consolidated Plan will also identify the public housing residential communities which will be improved with Capital Fund resources

from HUD. Activities covered by the Consolidated Plan that are being coordinated or jointly funded with the Capital Fund Program will be identified by project and referenced to the approved Capital Fund Program.

3. Local, State, or Federally Funded Programs - The Consolidated Plan will include a description of the number and targeting (income level and type of household served) of units currently assisted by local, state or federally funded programs, and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason.
4. Homeless Facilities - The Consolidated Plan will include an inventory of facilities and supportive service programs that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of chronically homeless persons within Williamson County. Consultant will consult directly with public agencies and non-profit organizations that address homeless needs in Williamson County and surrounding areas.
5. Barriers to Affordable Housing - The Consolidated Plan will explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in Williamson County are affected by public policies, including tax policies affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and the policies that affect the return on residential investment.
6. Institutional Structure - The Consolidated Plan will explain the institutional structure including private industry, non-profit organizations and public institutions through which the Public Body will carry out its housing and community development plan, assessing the strengths and gaps in the delivery system.
7. Governmental Cooperation - With respect to the public entities involved, the Consolidated Plan will describe the means of cooperation among the state and any units of general local government in the metropolitan area in the development and submission of the Public Body's Consolidated Plan.

Strategic Plan

1. General – Based on input received from the public, Public Body officials, and stakeholders, and based on the statistical analysis, Consultant will define priority needs within the community. Consultant will meet with Public Body officials to review the needs statement. For each of the priority needs identified in the priority need table prescribed by HUD, the Consolidated Plan will include:
 - The reasons for the Public Body's choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs;
 - The specific objectives associated with each objective identifying the key goals in quantitative terms along with numeric and other

measurable indicators of progress and a timeframe for completion;
and

- A description of the Public Body's resource allocation geographically within its jurisdiction and among different activities.

2. **Resources** - Consultant will make recommendations to Public Body officials relative to other state and federal resources that can be utilized to implement the Public Body's Consolidated Plan.

- **Federal Resources**
The Consolidated Plan will describe the expected federal resources to be available to the Public Body to address the needs identified within the Consolidated Plan.
- **Other Resources**
The Consolidated Plan will indicate the resources from private and non-federal public sources that are reasonably expected to be available to the Public Body to address the needs identified in the Consolidated Plan. The Consolidated Plan will include an explanation of how the federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

3. **Affordable Housing** - The Consolidated Plan will include the number of families to whom the Public Body will provide affordable housing. Consultant will base this projection on the amount of CDBG funds expected to be budgeted by the Public Body for affordable housing activities. The Consolidated Plan will also include the priority housing needs table prescribed by HUD. In addition, the Public Body's strategy will cover any other types of affordable housing that would meet the needs identified in the priority needs table. The Consolidated Plan will describe the basis for assigning the relative priority given to a particular group's needs and indicate how the characteristics of the housing market will influence the use of funds made available for rental assistance, production of new units, rehabilitation of old units, or acquisition of existing units. The CP will also include a summary of priority of housing and supportive service needs of persons that are not homeless but who may or may not require supportive housing

4. **Homelessness** - The Consolidated Plan will include the priority homeless needs table prescribed by HUD and a description of the Public Body's strategy for identifying resources to be used for the following:

- Helping low income families avoid homelessness;
- Reaching out to chronically homeless persons and assessing their individual needs;
- Addressing the emergency shelter and transitional housing needs of homeless persons; and

- Helping chronically homeless persons make the transition to permanent housing and independent living.

In establishing the priority homeless needs, Consultant will work with the local organizations that provide housing for homeless persons.

5. Non-Housing Community Development Needs - Relative to the Public Body's CDBG Program, the Consolidated Plan will describe the Public Body's priority non-housing community development needs eligible for assistance under HUD's community development programs by CDBG eligibility category. This needs statement will reflect the needs of persons or households, as appropriate, in terms of dollar amounts estimated to meet the priority need for the type of activity, in accordance with the table prescribed by HUD. In arriving at the needs statement for non-housing activities, Consultant will consult with Public Body officials to determine the need and relative priority of infrastructure projects and economic development projects. The community development plan component of the Consolidated Plan will state the Public Body's long-term and short-term community development objectives.
6. Barriers to Affordable Housing - The Consolidated Plan will describe the Public Body's strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing. If required by HUD, Consultant will prepare an Analysis of Impediments to Fair Housing under a separate contract.
7. Public Housing Resident Initiatives - The Consolidated Plan will describe the Public Body's activities to encourage public housing residents to become more involved in management and participate in homeownership. In preparing this section of the Consolidated Plan, Consultant will consult with the director and staff of the Georgetown Housing Authority.
8. Lead-Based Paint Hazards - The Consolidated Plan will outline the actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs. Consultant will link the lead hazard plan to the documented extent of lead poisoning in the community.
9. Anti-Poverty Strategy - The Consolidated Plan will describe the Public Body's goals, programs and policies for reducing the number of poverty level households and how the Public Body's goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the Public Body is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. Typical elements of the anti-poverty strategy involve the establishment of linkages between the poverty stricken population and sources of education, child care and employment. Consultant will explore these issues with Williamson County economic development officials.

10. Neighborhood Revitalization – To the extent that the CP proposes a Neighborhood Revitalization Strategy Area, the CP will identify long-term and short-term objectives for the designated area in terms of outputs and outcomes.
11. Institutional Structure - The Consolidated Plan will describe the Public Body's strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.
12. Coordination - The Consolidated Plan will describe the Public Body's activities to enhance coordination between public and assisted housing providers, homeless providers and private and governmental health, mental health, and service agencies. The Consolidated Plan will describe the means of cooperation and coordination between the state and any units of general local government in the implementation of its strategy, including activities to encourage public housing residents to become more involved in management and participate in homeownership. Consultant will define the various public agencies, non-profit organizations and private developers that play a role in the creation of affordable housing and will identify opportunities for communication and coordination between the various participants. With respect to economic development, Consultant will describe coordination efforts between private industry, developers, businesses and social service agencies.

Publishing the CP

Consultant will provide the Public Body with a draft of the CP for review and comment. Prior to publication of the final CP and submission to HUD, Public Body officials would provide Consultant with public comments and staff feedback. Any final revisions to the CP would be made at this time. Consultant will provide the Public Body with both paper and electronic versions of the final CP.

Format and Presentation

Draft and final 2009-2014 Consolidated Plan and 2009 Action Plan must be available for viewing in two (2) separate formats, in printed form and on CD-ROM. Documents must be of high quality, easily read and understood and include Executive Summaries.

The following are tasks in which the Consultant will be responsible for in terms of Consolidated and One-year Action Plan formatting and presentation:

- The Consultant shall include Executive Summaries in both the Consolidated Plan and One-Year Action Plan that are easy to read and summarizes key information from each section of the documents.

- The Consultant shall develop the Consolidated Plan and Action Plan to include graphs, charts, matrices, pictures, maps, tables or graphics to clearly convey information to the public, as needed.
- The Consultant shall provide three (3) bound copies of all drafts submitted as well as a master copy of each document in Microsoft Word and/or Excel with all supporting files on CD-ROM disk.
- The Consultant shall provide six (6) bound copies of each final document, as well as, a master copy of each document in Microsoft Word and/or Excel with all supporting files on CD-ROM disk. The County will have ownership of all final products.
- The Consultant shall place the documents on a CD-ROM disk in Adobe Portable Document Format (PDF) allowing the finished document to be posted on the County's Internet Web Site.

Project Scheduling, Technical Consultation, and Support During the Consolidated Plan Approval Process

The Consultant shall provide the following to meet the requirements of project scheduling, technical consultation and support:

The Consultant shall prepare a detailed schedule of performance that will encompass all phases of the Consolidated Plan development including research, citizen participation, development, and the submission and approval process. The schedule must include, but not be limited to, the following elements:

- One meeting per month with Commission staff during the contract with the option of more meetings to be scheduled as needed during the Consolidated Plan development to coordinate and oversee the final phases of the project.
- A listing of a minimum of three (3) forums to obtain input as previously described.
- A listing of a minimum of four (4) community meetings to obtain input as previously described.
- The establishment of target dates for completion of all the specific work requirements described herein.
- The establishment of target dates for preliminary, rough and final draft Consolidated Plan product submission.
- Projected dates for final Consolidated Plan document review by staff and executive management, as well as public review and comment and final Commissioners' Court review and approval.

Agreement for Professional Services
Part II - Terms and Conditions

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

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

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the Agreement is terminated by the Public Body as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Consultant, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Consultant or its employees in the course of, in connection with, or under the terms of this Agreement, the Consultant shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final. The Consultant warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the Public Body, the Consultant shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Agreement except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Consultant will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the Public Body obtains patent rights pursuant to this article, the Consultant shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
6. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under item #6 above shall be retained by the Consultant for five years after the expiration of this Agreement unless permission to destroy them is granted by the Public Body.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$100,000. For all such contracts, all contractors and subcontractors agree to the following requirements:
 - a. A stipulation by the Consultant or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - b. Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities,

EPA indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

- d. Agreement by the Consultant that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Consultant will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

9. **Energy Conservation Provisions.** Consultant must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
10. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq, the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Consultant shall be responsible for and agrees to indemnify and hold harmless the public body and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Public Body and any grantor agency as a result of the Consultant's failure to comply with the provisions of the above paragraph.

11. **Changes.** The Public Body may, from time to time, request changes in the scope of the services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Public Body and the Consultant shall be incorporated in written amendments to this Agreement.
12. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Consultant from the Public Body under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.
13. **Compliance with Federal, State and Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

14. **Executive Order 11246**

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

16. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. **Fair Housing** No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

18. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunity.**

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to the Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The Consultant agrees send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of Consultant's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 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. The Consultant 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 action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Agreement 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 Consultant'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 Agreement for default, and debarment or suspension from future HUD assisted contracts.
19. The Undersigned certifies, to the best of his or her knowledge and belief, that:

- a. 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact 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 Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


- 20. **Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- 21. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

22. **INDEMNIFICATION.** CONSULTANT SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS PUBLIC BODY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.
23. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
24. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.
25. **Construction.** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
26. **Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
27. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Public Body, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Public Body does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
28. **Appropriation of Funds by Public Body.** Public Body believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the Public Body's payment of amounts under this Agreement is contingent on the Public Body receiving appropriations or other expenditure authority sufficient to allow the Public Body, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
29. **Authority to Enter Into Agreement.** The parties to this Agreement each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to

lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

30. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE PUBLIC BODY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

2-11-09
Date


Signature of Consultant

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