

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 _____, 2011, 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 Analysis of Impediments to Fair Housing Choice; 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 an Analysis of Impediments to Fair Housing Choice 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 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. The Consultant shall perform and carry out in a satisfactory manner the preparation of an Analysis of Impediments to Fair Housing Choice as described in Exhibit B, Project Schedule and Benchmarks for Project Completion.

IV. COMPENSATION AND METHOD OF PAYMENT

The lump sum not to exceed fee for the preparation of the Analysis of Impediments to Fair Housing Choice is \$27,960.

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.

WILLIAMSON COUNTY

ATTEST:

Nancy E. Porter



Dan A. Gattis 09-26-2011
Dan A. Gattis, Williamson County Judge

MULLIN & LONERGAN ASSOCIATES, INC.

ATTEST:

Darcy R. Porter

Marjorie Williams
Marjorie Williams, Principal



DARCY R. PORTER
Notary Public, State of Ohio
My Commission Expires
April 1, 2012

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 an Analysis of Impediments to Fair Housing Choice for the period FY 2011 to FY 2015.

Task	Task Description	Methodology
1	Project mobilization	This task involves a series of initial organizational steps that will insure the timely execution of subsequent tasks. We will begin by providing a stakeholder chart to the client that includes all of the parties with whom consultations will be conducted. We will seek the client's input in completing this list of stakeholders. We will consult with the client in determining the need for face-to-face interviews versus focus group workshops versus questionnaires. Generally, we would prefer to interview stakeholders with common functions (e.g., fair housing education and enforcement organizations) as a focus group rather than as a one-on-one interview. Once the list is complete, we will ask for the County's assistance in scheduling the actual interviews and focus group meetings with fair housing stakeholders. We will provide a master interview schedule format for this purpose with space for times, dates, locations, participants, etc. Your assistance in scheduling interviews helps us to overcome communication challenges, connect with stakeholders quickly and maximize the efficiency of our interview team. Prior to each interview or focus group meeting, we will distribute a questionnaire or list of discussion issues so that attendees can organize their thoughts prior to the meeting. We will draft a cover letter that introduces M&L to the fair housing stakeholders and that confirms the date, time and location of the interview. We will also schedule the initial meeting with County officials (see Task 2). Finally, we will prepare letters to HUD and the Texas Commission on Human Rights requesting a status report on fair housing complaints since the date of the County's most recent AI. It is important to request this information early in the fair housing planning process as it sometimes takes months to obtain this data.
2	Prepare for and attend Initial meeting with client	It is anticipated that representatives from Williamson County, as well as other AI stakeholders, will attend this project kickoff meeting. At this meeting, we will become acquainted with staff and their expectations for the project. Through conversation, we will gain insights into local fair housing issues, listen to your aspirations and priorities and identify any special circumstances or sensitive issues surrounding the assignment. We will also begin to define who does what in terms of fair housing and how effectively the AI partners and their fair housing stakeholders collaborate to achieve common goals. We will pose questions about the previous AI experience in an effort to improve on the process and product produced. We utilize this meeting as an opportunity to review the AI scope of work and to share our insights on HUD's expectations relative to AFFH. We will also use this opportunity to collect copies of previous AIs, CAPERs, HUD FHEO correspondence and other related documents or reports that will provide us with context as we begin work on the assignment.
3	Prepare for and conduct interviews and focus group meetings	At the core of our AI methodology is an expansive outreach to fair housing stakeholders. This is a labor-intensive, but highly valuable aspect of our AI methodology. Outreach may take the form of face-to-face interviews and focus group meetings, questionnaires and telephone interviews. Once the stakeholder chart is finalized, we will work with the client to determine the appropriate method of outreach to each stakeholder. The outcome of this discussion will be a master interview list. We will develop a staffing strategy for conducting on-site interviews and focus group meetings once the master interview list has been finalized.

3 (cont'd)	Prepare for and conduct interviews and focus group meetings (continued)	<p>Interviews and focus group meetings typically include:</p> <ul style="list-style-type: none"> ▪ PHAs in Williamson County: Georgetown, Granger, Taylor, and Round Rock ▪ designated fair housing officer in Williamson County ▪ fair housing counseling, education and enforcement organizations ▪ advocacy organizations that represent the specific interests of the protected classes, including persons with disabilities, civil rights commissions, organizations working with low and moderate income persons, etc. ▪ tenants rights organizations and legal services ▪ the regional Board of Realtors ▪ landlord organizations ▪ public transit agencies ▪ community housing resource boards ▪ veterans organizations ▪ organizations representing immigrants and persons with limited English language proficiency
4	Research and analyze demographics and housing trends	<p>As part of this task, we search for key housing and demographic indicators that help to paint the picture of fair housing in the community. We will prepare a full analysis of trends in population, households, incomes, sales prices, and rents. Specifically, we will identify the relative presence, location, and geographic concentration of members of the protected classes. We will identify patterns of housing segregation using dissimilarity indices. We will use census data and other commercially available sources of data in preparing this analysis. Specifically with regard to the Georgetown Housing Authority, we will research and analyze occupancy and waiting list characteristics for both public housing and the Section 8 Housing Choice Voucher Program to determine the relative presence of members of the protected classes, to the extent that this information is available from the PHA. We will document the PHA's efforts aimed at HCV mobility. We will analyze the geographic distribution of affordable housing facilities and programs, including public housing, Housing Choice Vouchers and other assisted or subsidized housing. We will also analyze any activities involving the demolition of public housing and the impact of such activities on members of the protected classes. The analysis of housing trends will include a vacancy rate study for rental properties by type and number of bedrooms and rental rates over the past two years.</p>
5	Analysis of employment data	<p>As part of this task, we compare the location of employment centers to concentrations of members of the protected classes and assisted housing. We will attempt to draw conclusions about the accessibility of low skill jobs to affordable housing and members of the protected classes.</p>
6	Review of real estate practices	<p>As part of this task, we will interview representatives of the regional Board of Realtors to obtain information about how well its members are trained to recognize and deal with fair housing violations. We will document local fair housing education initiatives within the industry. We will also analyze recent housing sales prices to determine if higher housing costs restrict housing choice in certain neighborhoods for members of the protected classes, to the extent that this data is made available from the Board of Realtors' MLS.</p>
7	Analysis of HMDA data	<p>The Home Mortgage Disclosure Act database provides information concerning mortgage lending in the community. More specifically, we will evaluate loan denial data for members of the protected classes and others. We will research high cost loan data for the region. We will use this data to define whether mortgage loan products are available equally to persons in similar economic circumstances. The HMDA analysis will report on commercial lending activities in Williamson County during the past five years. We will also undertake an assessment of lending and property insurance practices.</p>
8	Publish interim report	<p>Publish an interim report that summarizes the research performed in Tasks 1 through 7.</p>

9	Evaluation of public policies	<ul style="list-style-type: none"> • Zoning – We will work with your land use planners to review zoning ordinances to determine the existence of discriminatory requirements or provisions, such as group home restrictions, minimum lot sizes, and other development standards that impact the cost of housing. • Tenant selection and site selection policies – For public housing, Section 8 Housing Choice Voucher Program, and other forms of assisted housing, we will review selection policies in search of discriminatory language or provisions. • Other public housing and Section 8 policies – We will review the ACOP and Section 8 Housing Choice Voucher Program admin plan for special policies, such as reasonable accommodations, that affect members of the protected classes. We will also review the status of the Authority's Section 504 Needs Assessment and transition plan. • Local administrative procedures for processing fair housing complaints – We will assess the effectiveness of intake, processing and investigation procedures, if applicable. • Tax policies – We will search for any regressive tax policies that result in a hardship to members of the protected classes. • Building codes – We will research how accessibility measures are enforced through local codes. • Public transit – Through discussions with the regional transit agency, we will determine the extent to which public transit service is provided to public and other assisted housing and how well the transit system links lower income housing with jobs. • Special needs populations – We will review administrative actions that influence housing and housing related services for children aging out of foster care, persons with disabilities, homeless persons, de-institutionalized persons, persons with HIV/AIDS, chemically dependent persons and the elderly (persons age 62 and older). • Immigrants and persons with limited English language proficiency – We will review administrative actions that influence housing and housing related services for immigrants and persons with limited English language proficiency. • Composition of appointed boards and commissions – We will look for representation of the protected classes on all boards and commissions with housing and housing-related functions. • Newspaper advertising – We will review the real estate section of local publications for compliance with the Fair Housing Act. • Als prepared by contiguous jurisdictions – To the extent that Als have been prepared by any jurisdiction that is contiguous to Williamson County and, we will review these documents.
10	Evaluation of local fair housing organizations	<p>In Task 9, we will define the function of the agency or agencies involved in the day-to-day process of responding to fair housing questions and complaints. First, we will explore how members of the protected classes become aware of the existence and function of the local fair housing agency. This will involve an assessment of outreach and communication efforts. If applicable, we will review the results of any paired testing that has taken place in the community. Then we will assess organizational strengths and weaknesses and the extent to which the agency operates as part of a broader framework of organizations that work collectively to provide information, expand knowledge, promote public awareness and generally expand opportunities for fair housing choice in the community.</p>

11	Research fair housing complaints and lawsuits	At the outset of the project, we will draft a suggested letter to HUD as well as a letter to the Texas Commission on Human Rights that request a status report of fair housing complaints within the County. The letter will request a summary of complaints since the date of the previous AI. If there are any local fair housing enforcement agencies that investigate complaints, we will prepare a status report request to any such organizations. It is important to accomplish this task early-on because in our experience, it may require several months for the agencies to respond. The AI would be incomplete without this report. Accordingly, we devote attention to this task immediately upon completion of contracting. We will also research the status of any legal action relative to fair housing within the County.
12	Review of fair housing accomplishments	Based on our meetings with public officials and fair housing stakeholders, we will review the fair housing action plan from the previous AI and identify measures taken to implement the plan. In carrying out this task, we will review the fair housing section of the County's CAPER.
13	Summary of impediments to fair housing	Based on the results of our statistical analysis and the results of our interviews and focus group meetings, we will prepare a description of issues that, in our opinion, constitute impediments to fair housing choice. A summary of impediments will be prepared. We will divide the impediments into two categories: <ol style="list-style-type: none"> 1. public sector impediments where agencies and organizations exert control over discriminatory practices, and 2. public and private sector impediments that are beyond the control of public agencies
14	Fair Housing Action Plan	The fair housing action plan will recommend a series of actions aimed at overcoming barriers to fair housing choice and expanding public awareness of fair housing issues in Williamson County. The action plan will correspond directly with identified impediments. The action plan will emphasize executable goals that are within the capacity of the County to implement. The action plan will include a set of recommendations that the County can implement over a five year period. Each recommendation will include an estimated cost. Recommendations that can be implemented at no cost or at a nominal cost to the County will be clearly identified. The Fair Housing Action Plan will also include recommendations that require a more significant financial contribution on the part of the County and its stakeholders. We will include recommendations for incorporating fair housing policies into CDBG, HOME, and NSP practices and procedures. The Fair Housing Action Plan will include a suggested records maintenance system that will assist the County in keeping the implementation of the Plan on track and on-task.
15	Publish final draft of AI	This document will include the results of our research in tasks 1 through 13, including the summary of impediments to fair housing choice in task 14. We will distribute a final draft copy of our report to the County. Thereafter, we will obtain feedback from County officials on the AI in general including the fair housing action plan.
16	Public presentation of AI	We would be willing to present the draft AI and the final AI to staff, County officials, and to the general public. M&L will prepare agendas, PowerPoint presentations, and handouts for each meeting. We will also take detailed meeting notes and publish a summary of each meeting, if appropriate.
17	Publish final AI	Publish and distribute final copies of the report on CD in MS Word and PDF format.

EXHIBIT B

PROJECT SCHEDULE AND BENCHMARKS FOR PROJECT COMPLETION

The Consultant shall complete all AI tasks over a period of six months, as outlined on the following schedule.

Task #	Task	Months
1	Project mobilization	1
2	Prepare for and attend initial meeting with County officials	1
3	Prepare for and conduct stakeholder interviews and focus group meetings	1
4	Research and analyze demographic and housing trends	1-3
5	Analysis of employment data	1-3
6	Review of real estate practices	1-3
7	Analysis of HMDA data	1-3
8	Publish interim report on Tasks 1 - 7	End of Month 3
9	Evaluation of public policies	3-4
10	Evaluation of local fair housing organizations	3-4
11	Research fair housing complaints and lawsuits	3-4
12	Review of fair housing accomplishments	3-4
13	Summary of impediments to fair housing choice	4
14	Fair housing action plan	4
15	Prepare final draft of AI	End of Month 4
16	Present AI at public meeting	5-6
17	Publish final AI	End of Month 6

**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.

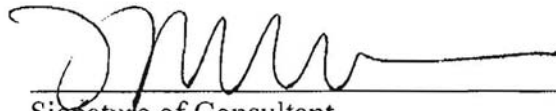
20. **Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this 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.

05.18.11
Date


Signature of Consultant