

PART I

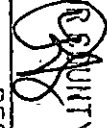
PROFESSIONAL MANAGEMENT AGREEMENT

This AGREEMENT, entered into this 30th day September, 2016, by and between the COUNTY OF UPSHUR, hereinafter called the "Locality," acting here by Dean Fowler, County Judge, hereunto duly authorized, and Amazing Grants, Inc., hereinafter called "Consultant," acting herein by Mary Kay Thomas, President.

Locality: Upshur County
P.O. Box 730
Gilmer, TX 75644

Consultant: Amazing Grants, Inc.
Mary Kay Thomas
P. O. Box 717
Big Sandy, TX 75755

Project: 2016 Texas Community Development Block Grant
Program, Office of Rural Affairs,
Texas Department of Agriculture, Contract #7216469

FILED
TERRI ROSS
COUNTY CLERK
2016 SEP 30 AM 10:34
UPSHUR COUNTY, TX.
BY  DEPUTY

WHEREAS, the Locality desires to implement a project for water improvements on behalf of Pritchett Water Supply Corporation under the general direction of the Texas Community Development Block Grant Program; and Whereas the Locality desires to engage a Consultant to render certain services in connection with its project. NOW, THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance

The services shall commence on September 30, 2016. In any event, all of the services required and performed hereunder shall be completed no later than the ending date (September 14, 2018) as specified in the Locality's TxCDBG contract or if extended, until project completion.

3. Access to Information

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work as outlined in Part II, Scope of Services, shall be furnished to Consultant by the Locality and its agencies. No charge will be made to Consultant for such information and the Locality and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **Thirty Thousand and No/100 Dollars (\$30,000.00)**. Payment to firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract and will be paid with TxCDBG funds.

5. Indemnification

Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Locality and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Upshur County, Texas.
- b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. Program Liaison for County

County Judge or designee shall be the Consultant's primary contact.

8. Authority by Which the Grant Recipient is Awarding Funds

Grant funds are governed by the Texas Government Code; Chapter 2254, Subchapter A, "Professional Services," which permits and outlines state requirements for municipalities and counties regarding procurement of professional services.

9. Terms and Conditions

This Agreement is subject to the provisions titled "Part IV Terms and Conditions," attached hereto and incorporated by reference herein.


IN WITNESSETH HEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS.

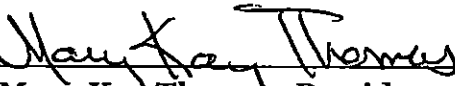
Locality:

UPSHUR COUNTY

Consultant:


AMAZING GRANTS, INC.

By: 
Dean Fowler, County Judge

By: 
Mary Kay Thomas, President

Attest:

By: 
Terri Ross, County Clerk

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 TERRI ROSS
 COUNTY CLERK
 2016 SEP 30 AM 10:34
 UPSHUR COUNTY, TX.
 BY 
 DEPUTY

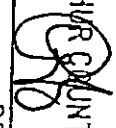
PART II

PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish Locality with necessary forms and procedures required for implementation of project.
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TDA.
7. Prepare and submit to Department documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Recipient Disclosure Report form for Locality signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to Locality regarding acquisition of property:
 - Submit required reports concerning acquisition activities to Department
 - Establish a separate acquisition file for each parcel of real property acquired
 - Determine necessary method(s) for acquiring real property

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 COUNTY CLERK
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 UPSHUR COUNTY, TX
 BY  DEPUTY

- Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
 - Assist the Locality in negotiation with property owner(s)
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
 14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TDA or HUD.

B. Financial Management

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Depository/Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.
7. Assist the Locality in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.

6. Prepare Request for Release of Funds and certifications to be sent to Department.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for Locality-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist Locality in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to Department.

E. Project Administration During Construction

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist Locality in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist Locality in determining whether or not it will be necessary to hire temporary employees specifically carry out TxCDBG contract activities.
 - Assist Locality in maintaining adequate documentation or personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.

6. Provide sample TxCDBG contract documents to engineer.
7. Provide sample advertisement for bids to engineer.
8. Make ten-day call to Department.
9. Verify construction contractor eligibility with Department.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Issue Start of Construction Notification to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit approved change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation (If applicable to the project)

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.

3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property (If applicable)

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

PART III

PAYMENT SCHEDULE

PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

Locality shall reimburse Amazing Grants, Inc. for management services provided for completion of the following project milestones Thirty Thousand and No/100 dollars (\$30,000.00) per the following percentages of the maximum contract amount:

<u>Milestones</u>	<u>% of Contract Fee</u>
1. Establishment of Recordkeeping System	20 %
2. Completion of Environmental Clearance	20 %
3. Completion of all Acquisition Activities	10 %
4. Submission of Labor Standards Record	20 %
5. Submission of Final Wage Compliance Report	20 %
6. Filing of all Required Close-out Information and Programmatic Closure	<u>10 %</u>
	Total 100%

Fee Schedule

1. Milestone #1	\$6,000.00
2. Milestone #2	\$6,000.00
3. Milestone #3	\$3,000.00
4. Milestone #4	\$6,000.00
5. Milestone #5	\$6,000.00
6. Milestone #6	<u>\$3,000.00</u>
	Total \$30,000.00

PART IV

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Locality shall thereupon have the right to terminate this Contract by giving written notice to the Firm 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 Firm under this Contract shall, at the option of the Locality, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

2. Termination for Convenience of the Locality. The Locality may terminate this Contract at anytime by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Locality as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Resolution of Program Non-Compliance. The following procedures will be followed to determine if a party is responsible:
 - a. Within ten (10) days after notification of non-compliance is received from TDA, the City and Consultant will meet to determine responsible party or entity.
 - b. Once the responsible party or entity is determined, any costs levied against the City as a result of non-compliance will be borne by the responsible party.
4. Changes. The Locality may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually

agreed upon by and between the Locality and the Firm, shall be incorporated in written amendments to this Contract.

5. Personnel.

- a. The Firm represents that she has, or will secure at her own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Locality.
- b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Locality. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

6. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Locality thereto: Provided, however, that claims for money by the Firm from the Locality under this Contract 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 Locality.

7. Reports and Information. The Firm, at such times and in such forms as the Locality may require, shall furnish the Locality such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

8. Records and Audits. The Firm shall insure that the Locality maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Locality shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that

- they shall not be made available to any individual or organization without the prior written approval of the Locality.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Locality harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
12. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
- a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Locality setting forth the provisions of this non-discrimination clause.
- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
- c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract 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.
- d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
13. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

15. "Section 3" Compliance in the Provision of Training. Employment and Business Opportunity
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first

provided it with a preliminary statement of ability to comply with the requirements of these regulations.

16. Section 503 Handicapped (if \$2,500 or over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

17. Interest of Members of a Locality. No member of the governing body of the Locality and no other officer, employee, or agent of the Locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.

18. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

19. Interest of Firm and Employees. The Firm covenants that she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Amazing Grants, Inc.
Big Sandy, TX United States

Certificate Number:
2016-107057

Date Filed:
09/01/2016

Date Acknowledged:

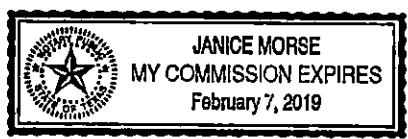
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Upshur County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
7216469
Program Administration

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Thomas, Mary Kay	Big Sandy, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mary Kay Thomas
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Mary Kay Thomas, this the 1st day of September 20 16, to certify which, witness my hand and seal of office.

Janice Morse Janice Morse CSR
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

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

A701

Grant Recipient: Upshur County Contract No: 7216469

I, Dean Fowler (County Judge) hereby appoint Melinda Smith (Print Name)

as the Labor Standards Officer for the aforementioned contract. The appointed Labor Standards Officer is assigned to oversee the labor portion of the contract and will be responsible for assuring compliance with all requirements under **Chapter 7 of the TxCDBG Project Implementation Manual.**

Appointed Labor Standards Officer Name:	Melinda Smith				
Address:	P. O. Box 717				
City:	Big Sandy	State:	TX	Zip:	75755
Telephone Number:	(903) 636-5500	Fax Number:	(903) 636-4276		
Email Address:	admin@amazinggrants.com				

I acknowledge the appointment and duties of Labor Standards Officer.

Signature: Melinda Smith (Labor Standards Officer) Date: September 30, 2016

Appointed by: Dean Fowler (County Judge) Title: County Judge

Signature: Dean Fowler (County Judge) Date: September 30, 2016

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONERS COURT OF THE COUNTY OF UPSHUR TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBER 7216469.

WHEREAS, the County of Upshur, Texas has received a 2016 Texas Community Development Block Grant award to provide water improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation Form (Form A202)* is to be submitted with a copy of this Resolution, and;

WHEREAS, the County of Upshur, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF UPSHUR, TEXAS, AS FOLLOWS:

The County Judge be authorized to execute contractual documents between the Texas Department of Agriculture and the County for the 2016 Texas Community Development Block Grant Program.


The County Judge, County Auditor, and County Treasurer be authorized to execute the *State of Texas Purchase Voucher and Request for Payment Form* documents required for requesting funds approved in the 2016 Texas Community Development Block Grant Program.

PASSED AND APPROVED BY COMMISSIONERS COURT OF THE COUNTY OF UPSHUR, TEXAS ON SEPTEMBER 30, 2016.



Dean Fowler, County Judge

Attest:



Terri Ross, County Clerk

Depository/Authorized Signatories Designation Form


Grant Recipient Upshur County

TxCDBG Contract No. 7216469

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

Dean Fowler

(Name)
County Judge

(Title)


(Signature)

(Name)

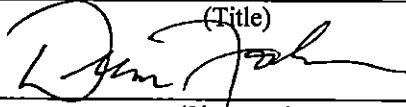
(Title)

(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Dean Fowler


(Name)
County Judge

(Title)


(Signature)

Brandy Lee

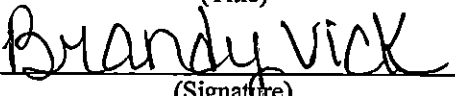
(Name)
County Auditor

(Title)


(Signature)

Brandy Vick

(Name)
County Treasurer

(Title)


(Signature)

(Name)

(Title)

(Signature)

NOTE: A copy of a Resolution passed by the Commissioners Court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

A1014

RESOLUTION Regarding Civil Rights

The County of Upshur, Texas

Whereas, the County of Upshur, Texas, (hereinafter referred to as "County of Upshur") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the County of Upshur, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the County of Upshur, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the County of Upshur, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the County of Upshur, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the County of Upshur, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

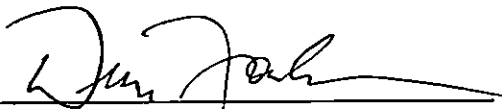
Whereas, the County of Upshur, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

A1014

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS, that UPSHUR COUNTY ADOPTS/REAFFIRMS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004); and
5. Fair Housing Policy (Exhibit 1015).

Passed and approved this 30TH day of September, 2016.



Dean Fowler, County Judge

Attest:



Terri Ross, County Clerk

A1008



Designation Form for Civil Rights Officer



County: Upshur County

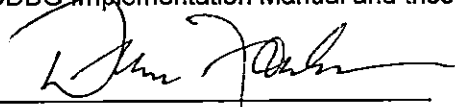
Address: P.O. Box 730
Gilmer, TX 75644

Telephone Number: (903) 843 - 0827

We, the Commissioners Court, do hereby appoint the County Judge as the Civil Rights Officer for Upshur County.

The Civil Rights Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by Upshur County, as required by the Texas Community Development Block Grant Program.

The Civil Rights Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed in the TxCDBG contract.

Civil Rights Officer: 
 (Signature*)

**Signature of current County Judge, but appointment applies to all subsequent persons to hold title.*

Appointed by: 
 Dean Fowler, County Judge

Date: September 30, 2016

UPSHUR COUNTY
CITIZEN PARTICIPATION PLAN
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have 'meaningful access' to all aspects of the TxCDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include application, complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and any additional documents that contain information that is critical for obtaining federal services and/or benefits, or is required by law. For more information, see LEP.gov

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Upshur County, 100 West Tyler St. Gilmer, Texas 75644, (903) 843 – 4003, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance in writing to the County Judge at P.O. Box 730, Gilmer, TX 75644 or may call (903) 843 - 4003.
2. A copy of the complaint or grievance shall be transmitted by the County Judge to the entity that is the subject of the complaint or grievance and to the County Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The County Judge shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

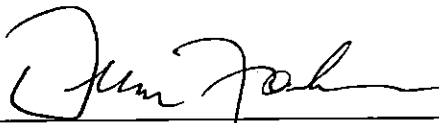
The County shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the County shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the TxCDBG program:

1. The County shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the County shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The County shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.



Dean Fowler, County Judge

September 30, 2016

Date

UPSHUR COUNTY COMPLAINT FORM

INSTRUCTIONS: Read this form and the instructions attached carefully before completing. All questions should be answered. However, if you do not know the answer, or if a question is not applicable, leave the question unanswered and fill out as much of the form as you can. Your complaint should be signed and dated and, if possible, notarized. Where more than one individual or organization is filing the same complaint, each additional individual or organization should complete boxes 1 and 7 of a separate complaint form and attach it to the original form, but the other boxes need not be completed if the information is the same as in the original. Complaints may be (1) mailed to the County of Upshur, P.O. Box 730, Gilmer, Texas 75644, or (2) filed or presented in person at the Upshur County Courthouse, 100 West Tyler Street, Gilmer, Texas.

1. Name of aggrieved person or organization

(Mr. Mrs. Miss) (Last Name-First Name-Middle Initial) Street address City County State Zip Code

2. Who is this complaint against?

Name (Last Name-First Name-Middle Initial) Street address City County State Zip Code Phone

Is the party named above a: (Check applicable box or boxes)

- Employee
- Elected Official
- Construction
- Other

Name and identify Others (if any) you believe violated the law in this case:

3. What did the person you are complaining against do and date of occurrence?

4. Do you believe there was discrimination because of it? (Check applicable box and write your race, color, religion, sex, or national origin on the line below checked)

- Race or Color
- Religion
- Sex
- National Origin
- Disability

5. Please review the following and check the applicable box or boxes if they apply to your case.

The Locality has described its housing and community development needs in a manner clearly inconsistent with available facts and data;

The activities proposed in the TxCDBG contract are clearly inappropriate to meet the needs and objective;

The Locality has not complied with TxCDBG program requirements;

The proposed activities are not eligible for TxCDBG grant assistance.

6. Summarize in your own words what happened.

7. I swear or affirm that I have read this complaint (including any attachments) and that it is true to the best of my knowledge, information and belief.

(Date)

(Sign your name)

CITIZEN COMPLAINT FORM

ADDITIONAL INFORMATION

If you wish to explain in detail in an attachment what happened, you should consider the following:

1. If you feel that others were treated differently from you, please explain the facts and circumstances.
2. If there were witnesses or others who know what happened, give their names, addresses, and telephone numbers.
3. If you made this complaint to other staff or government agencies or to the State, explain when and what happened.

You should obtain assistance in filing a complaint at the offices listed below:

1. **Complain to the *Texas Department of Agriculture* under their Complaint System, 10 T.A.C. Sec. 178.1 and 178.2.**

Texas Department of Agriculture
Trade & Business Development
P.O. Box 12847
Austin, Texas 78711

2. **Complain to the *Secretary of HUD* by filing this form by mail or in person.**

Region VI – Dallas
HUD
525 Griffin Street
Room 860
Dallas, Texas 75202-5032

Citizen's Complaint Form

1. Name/Address

2. Explain Complaint

3. Other Information

4. Your complaint will be responded to within 15 days of receipt of complaint.

5. An appeal of the County's decision may be submitted to:

Mail:
Texas Department of Agriculture
Texas Community Development Program
P.O. Box 12847
Austin, TX 78711

Phone:
1-800-835-5832

County of Upshur Section 3 Resolution

WHEREAS, the Commissioners Court of Upshur County is committed to comply with Section 3 of the Housing and Urban Development Act of 1968; and

WHEREAS, in accordance with TxCDBG Regulations, the County of Upshur must adopt a Section 3 Plan and update this plan annually; and


WHEREAS, this Act encourages the use of small local businesses and the hiring of low income residents of the community; and

WHEREAS, the Equal Rights Officer will oversee implementation and enforcement of this plan in the areas of (1) Hiring (2) Contracting (3) Training (4) advertising; and

NOW, THEREFORE, BE IT RESOLVED BY the Commissioners Court of Upshur County, Texas that the County **HEREBY** by adoption of a Section 3 Plan, adopt the attached for the TxCDBG;

1. That the Commissioners Court adopt the attached Section 3 Policy for the Texas Community Development Block Grant Program.
2. That the Commissioners Court designates the County Judge as the Equal Rights Officer.

PASSED AND APPROVED this 30th day of September 2016.



Dean Fowler, County Judge

ATTEST:



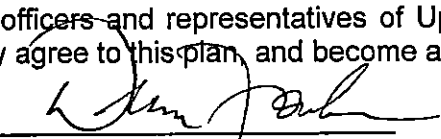
Terri Ross, County Clerk

Section 3 Policy

In accordance with 12 U.S.C. 1701u, Upshur County agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Upshur County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Dean Fowler, County Judge

September 30, 2016

Date

SECTION 3 BUSINESS/RESIDENT LIST

UPSHUR COUNTY

Date	Business Name	Owner	Address	Phone	CMBL Registered?	Type of Business/Work Performed

*As of September 30, 2016, no businesses have identified themselves as a Section 3 business to Upshur County for bidding purposes for TxCDBG projects or otherwise. As part of the Section 3 Plan adopted by the County, the County will update this list as such businesses are identified.

A1003

Excessive Force Resolution

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations by the adoption of the attached Excessive Force Policy.

Passed and adopted by the Commissioners Court of Upshur County, on this the 30th day of September, 2016.



Dean Fowler, County Judge

Attest:



Terri Ross, County Clerk

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), Upshur County hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of Upshur County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of Upshur County to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. Upshur County will introduce and pass a resolution adopting this policy.

As officers and representatives of Upshur County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Dean Fowler, County Judge

September 30, 2016

Date

Attest:



Terri Ross, County Clerk

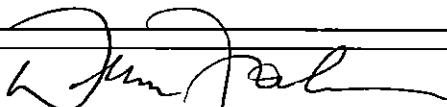
Limited English Proficiency Plan

Name Grantee:	Upshur County
Community Population:	6,045
LEP population:	38 (.7%)
Languages spoken by more than 5% of population per ACS:	N/A

Program activities to be accessible to LEP persons:	
<input type="checkbox"/>	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
<input type="checkbox"/>	Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
<input type="checkbox"/>	Other program documents: _____

Resources available to Grant Recipient:	
<input type="checkbox"/>	Translation services: _____ _____
<input type="checkbox"/>	Interpreter services: _____ _____
<input type="checkbox"/>	Other resources: _____ _____

Language Assistance to be provided:	
<input type="checkbox"/>	Translation (oral and/or written) of advertised notices and vital documents for: _____
<input type="checkbox"/>	Referrals to community liaisons proficient in the language of LEP persons _____
<input type="checkbox"/>	Public meetings conducted in multiple languages: _____
<input type="checkbox"/>	Notices to recipients of the availability of LEP services: _____
<input type="checkbox"/>	Other services: _____



Dean Fowler, County Judge

See also:
http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf



DP02

SELECTED SOCIAL CHARACTERISTICS IN THE UNITED STATES

2010-2014 American Community Survey 5-Year Estimates

Note: This is a modified view of the original table.

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Upshur County, Texas		Census Tract 9505, Upshur County, Texas	
	Estimate	Percent	Estimate	Percent
LANGUAGE SPOKEN AT HOME				
Population 5 years and over	37,321	37,321	5,485	5,485
English only	35,060	93.9%	5,127	93.5%
Language other than English	2,261	6.1%	358	6.5%
Speak English less than "very well"	786	2.1%	38	0.7%
Spanish	1,836	4.9%	194	3.5%
Speak English less than "very well"	716	1.9%	23	0.4%
Other Indo-European languages	217	0.6%	64	1.2%
Speak English less than "very well"	39	0.1%	3	0.1%
Asian and Pacific Islander languages	112	0.3%	100	1.8%
Speak English less than "very well"	12	0.0%	12	0.2%
Other languages	96	0.3%	0	0.0%
Speak English less than "very well"	19	0.1%	0	0.0%
RACE AND HISPANIC OR LATINO ANCESTRY				
Total population	39,851	39,851	6,045	6,045

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Fertility data are not available for certain geographic areas due to problems with data collection. See Errata Note #92 for details.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013.

The Census Bureau introduced a new set of disability questions in the 2008 ACS questionnaire. Accordingly, comparisons of disability data from 2008 or later with data from prior years are not recommended. For more information on these questions and their evaluation in the 2006 ACS Content Test, see the Evaluation Report Covering Disability.

While the 2010-2014 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the

principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '***' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.

Section 504 Resolution
for Upshur County

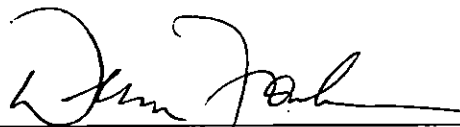
WHEREAS, it is hereby declared that Upshur County establish a local Section 504 Policy and Grievance Procedure; and

WHEREAS, it is further declared that establishment of such procedures requires the designation of a Coordinator for Section 504 compliance and investigate complaints regarding programs receiving federal assistance; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS:

1. That the County adopts the attached Section 504 Policy and Grievance Procedure;
2. That the County designates, as its Section 504 Coordinator, the County Judge.
3. That the County directs the Coordinator to receive and to investigate complaints alleging discrimination by reason of disability in participation in any program or activity receiving federal financial assistance.

PASSED AND APPROVED this 30th day of September, 2016.



Dean Fowler, County Judge

ATTEST:



Terri Ross, County Clerk

A1004

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Upshur County hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. Upshur County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. Upshur County's recruitment materials or publications shall include a statement of this policy in 1. above.
4. Upshur County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, Upshur County shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Upshur County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the County Judge, P.O. Box 730, Gilmer, TX 75644, (903) 843 - 4003, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the County Judge. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by the County Judge, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of Upshur County relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to Upshur County within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Upshur County complies with Section 504 and HUD regulations.

Resolution Adopting Fair Housing Policy

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS Upshur County is committed to Affirmatively Furthering Fair Housing within its jurisdiction.

NOW, THEREFORE, WE, the Commissioners Court of Upshur County, do hereby adopt a Fair Housing Policy, a copy of which is attached hereto, and hereby urge all the citizens of Upshur County to become aware of and support the County's efforts to affirmatively further Fair Housing.

IN WITNESS WHEREOF WE HAVE AFFIXED OUR SIGNATURES AND SEAL ON

THIS THE 30th DAY OF SEPTEMBER, 2016.



Dean Fowler, County Judge

Witness:



Terri Ross, County Clerk

Fair Housing Policy

In accordance with Fair Housing Act, Upshur County hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. Upshur County agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. Upshur County agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. Upshur County will introduce and pass a resolution adopting this policy.

As officers and representatives of Upshur County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Dean Fowler, County Judge

September 30, 2016

Date

Attest:



Terri Ross, County Clerk

Proclamation of October as Fair Housing Month

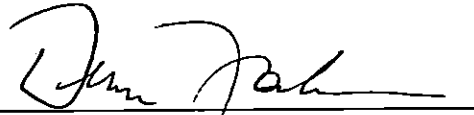
WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of October, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners Court of Upshur County, do proclaim October as Fair Housing Month in Upshur County and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the 30th day of September, 2016.



Dean Fowler, County Judge

ATTEST:



Terri Ross, County Clerk

Public Service Announcement: Fair Housing, It's the Law

To promote fair housing practices, Upshur County encourages potential homeowners and renters to be aware of their rights under the National Fair Housing Law.

Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination against any person on the basis of race, color, religion, sex, disability, familial status or national origin in the sale or rental of units in the housing market.

For more information on fair housing or to report possible fair housing discrimination, call the Texas Workforce Commission at (888) 452-4778 or (512) 463-2642 TTY: 512-371-7473.

Policy of Nondiscrimination on the Basis of Disability

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

Citizen Participation & Grievance Procedures Notice

Upshur County has adopted complaint and grievance procedures regarding its Texas Community Development Block Grant Programs (TxCDBG). Citizens may obtain a copy of these written procedures at 100 West Tyler St., Gilmer, TX between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Citizens may also request the procedures be mailed to them by calling the County Judge at (903) 843 – 4003. These procedures outline the steps for a citizen to follow if s/he wishes to file a complaint or grievance about TxCDBG activities.

A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the County Judge at P. O. Box 730, Gilmer, TX 75644 or may call (903) 843 - 4003. Upshur County will make every effort to respond fully to such complaints within fifteen (15) working days where practicable.

Equal Employment Opportunity Statement

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



TxCDBG INITIAL ACQUISITION REPORT

A600

Grant Recipient Name: Contract Number: Region:

This form must be submitted prior to release of any contract construction funds. This form must be resubmitted if the need for additional acquisition not previously reported is required.

1. Is acquisition of real property (including acquisition already completed) required to complete the project described in the TxCDBG contract performance statement. (Answer **Yes** or **No**):

No, acquisition activity is not required.

All property to be used for this project is owned by the Grant Recipient or participating entity (e.g. WSC) and was NOT acquired specifically for this project.

Printed Name Title

Signature of Chief Local Official Date

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

FILED
TERRI ROSS
COUNTY CLERK
2016 SEP 30 AM 10:35
UPSHUR COUNTY, TX.
BY [Signature]
DEPUTY