

# **CITY OF LAGO VISTA, TEXAS**

## **RESOLUTION NO. 23-1997**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS, APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT COOPERATIVE AGREEMENT BETWEEN THE CITY OF LAGO VISTA AND TRAVIS COUNTY.**

**WHEREAS**, the City Manager's office received a letter from Travis County providing notice of the Travis County Urban County 3-year requalification period for the Community Development Block Grant (CDBG) Program; and,

**WHEREAS**, the County has received CDBG funding for the past seventeen years and has allocated those funds to assist low- and moderate-income individuals and households residing in the unincorporated areas of the County and small participating cities; and,

**WHEREAS**, thus far, projects include the planning for and the improvement of infrastructure, including streets and water access; acquisition of land necessary for increasing affordable housing; rehabilitation of homes to improve the safe and decent housing stock; parks; homebuyer assistance to respond to the tightening mortgage credit market; increasing access to fair housing and tenant's rights counseling; and improving access to social services; and,

**WHEREAS**, the City of Lago Vista has been included in the CDBG service area since 2003; and,

**WHEREAS**, the City of Lago Vista last entered into a CDBG Cooperative Agreement with Travis County in June 2020 for participation for fiscal years 2021-2023; and,

**WHEREAS**, the City Council approved for the City of Lago Vista to send a notice of intent to continue participating in the Travis County CDBG program; and,

**WHEREAS**, Travis County has provided a Community Development Block Grant Cooperative Agreement (Exhibit A) for the City of Lago Vista to continue participating in the program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAGO VISTA, TEXAS:**

**SECTION 1.** That the findings and recitations set out are found and declared to be true and correct and are incorporated herein for all purposes.

**SECTION 2.** The City Council hereby authorizes the Mayor to enter into a Community Development Block Cooperative Agreement with Travis County.

**SECTION 3.** This Resolution shall take effect immediately, upon execution by the Mayor.

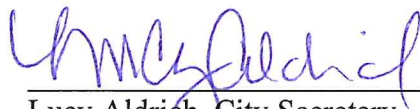
**AND, IT IS SO RESOLVED PASSED AND APPROVED** this the 18th day of May 2023.

**CITY OF LAGO VISTA:**

  
\_\_\_\_\_  
Ed Tidwell, Mayor



**ATTEST**

  
\_\_\_\_\_  
Lucy Aldrich, City Secretary  
City of Lago Vista

On a motion by Councilor Durbin, seconded by Councilor Roberts, the above and foregoing Resolution was passed and approved.

**COMMUNITY DEVELOPMENT BLOCK GRANT  
COOPERATIVE AGREEMENT BETWEEN  
TRAVIS COUNTY AND  
THE CITY OF LAGO VISTA**

This Community Development Block Grant ("CDBG") Cooperative Agreement ("Agreement") is entered into by and between Travis County ("County") a political subdivision of the State of Texas, and the City of **Lago Vista**, Texas ("City") (which term shall also include a village, if applicable), an incorporated municipality within the geographical boundaries of County, referred to in this Agreement individually as a "Party" or collectively as the "Parties."

**RECITALS**

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes) and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes), and provision of the above services constitutes a public purpose.

Travis County Health and Human Services ("Department") has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Title I of the Housing and Community Development Act of 1974, as amended through the Housing and Community Act of 1992 ("Act"), establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for low and moderate income individuals.

County has entered into a grant agreement with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a CDBG grant program pursuant to Title I of the Housing and Community Development Act of 1974 ("Act"), as amended, and the rules and regulations promulgated by HUD governing the conduct of CDBG programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, ("Regulations").

County has been designated an "Urban County" by HUD, entitled to a formula share of CDBG funds provided County; and CDBG regulations require counties to re-qualify as an Urban County under the CDBG program every three years.

County has the authority to administer or otherwise engage in community and economic development projects authorized under HUD and authorized by Title I of the Act or under any federal law creating community development and economic development programs (including Texas Local Government Code, Chapter 381).

County has received and is responsible for administration of grant funds made available through the Act.

County has received certain funds from HUD under the Act for utilization in connection with its CDBG program.

Department is the County's designated administrator for HUD grants governed by regulation codified under Title 24, Code of Federal Regulations.

County has adopted Annual Action Plans for HUD as part of its Consolidated Plan.

Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities.

Through cooperative agreements, County has the authority to carry out activities funded from annual CDBG allocations from Federal Fiscal Year 2024 through 2026 appropriations and from any program income generated from the expenditure of such funds.

County is not obligated by any cooperative agreement to select projects for CDBG funding from any cooperating jurisdiction and funds will be allocated on a competitive basis as determined by County.

City desires to become a participating unit of general local government in connection with Travis County's Urban County CDBG program ("County's Program").

County desires that City becomes a participating unit of general local government in connection with County's Program.

County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities under the following terms:

## **1.0 GENERAL PROVISIONS**

**1.1 County Authority.** This Agreement gives County authority to undertake, or assist in undertaking, activities that will be funded from the CDBG program and from any program income generated from the expenditure of such funds.

**1.2 City/County Cooperation.** County and City agree to cooperate, to undertake or to assist in undertaking community renewal and lower-income housing assistance activities.

**1.3 Programs.** This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Shelter Grants ("ESG") Programs.

**1.4 Recitals.** The Parties agree that the information in the Recitals is true and correct and a part of this Agreement.

**1.5 Authorization.** By signature of this Agreement, the governing bodies of County and City authorize this Agreement.

## **2.0 TERM**

**2.1 Effective Period.** This Agreement is effective the date it is signed by both Parties, and remains in effect until CDBG (and where applicable, HOME and ESG) funds and program income received for Federal Fiscal Years 2024 through 2026, and to any successive qualification periods provided through the automatic renewal of this Agreement are expended and the funded activities completed. Neither County nor City may terminate or withdraw from this Agreement while the Agreement remains in effect.

**2.2 Renewal.** The Parties understand and agree that this Agreement will automatically be renewed for participation in successive three-year qualification periods, unless County or City provides written notice it elects not to participate in a new qualification period.

**2.3     Notice to Participate.** County will notify City by letter pursuant to Section 2.3.1 of this Agreement of its right not to participate in the County's Program on the date specified by HUD in HUD's urban county qualification notice ("HUD Notice") for the next three-year qualification period. City will notify County by letter pursuant to Section 2.3.1 of this Agreement no later than the date specified in County's notification that City elects not to participate in the County's Program for the next three-year qualification period. County will send copies of all notifications required by this Section 2.3 to the HUD Field Office by the date specified in the HUD Notice.

**2.3.1   Notice.** Official notice pursuant to this Agreement, including, but not limited to amendments or changes applicable for a subsequent three-year urban county agreement shall be sent by letter through certified mail or email, as applicable:

For City:

Ed Tidwell  
Mayor  
5803 Thunderbird Street, Lago Vista, TX 78645  
[mayor@lagovistatexas.gov](mailto:mayor@lagovistatexas.gov)

For County:

Pilar Sanchez  
County Executive, Health and Human Services  
P.O. Box 1748  
Austin, Texas 78767  
[Pilar.Sanchez@traviscountytexas.gov](mailto:Pilar.Sanchez@traviscountytexas.gov)

**2.4     Amendment to Qualification.** Any amendments or changes contained within the HUD Notice applicable for a subsequent three-year urban county qualification period must be adopted by County and City, and submitted to HUD as provided in the HUD Notice. Failure by either party to adopt such an amendment to the Agreement will void the automatic renewal of this Agreement.

### **3.0     COUNTY RESPONSIBILITIES AND AGREEMENTS**

**3.1     Fair Housing Certification.** County will not fund activities in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

**3.2     Subrecipient Agreements.** Prior to disbursing any CDBG program funds to a subrecipient, County will sign a written agreement with such subrecipient.

**3.3     Program Requirements.** County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income.

### **4.0     CITY RESPONSIBILITIES AND AGREEMENTS**

**4.1     City Election to Participate.** City, by executing this Agreement, gives notice of its election to participate in County's Program.

#### **4.2 City Limitation.**

4.2.1 **No Application.** By executing this Agreement, City understands and agrees that it will not apply for grants under the State CDBG Program from appropriations for the federal fiscal years during the period in which it is participating in County's Program.

4.2.2 **No Other Participation.** By executing this Agreement, City understands and agrees that it may receive a formula allocation under the HOME Program only through the County; that City will not participate in a HOME consortium except through County, regardless of whether or not County receives a HOME formula allocation; and that if County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments.

4.2.3 **Allocation.** By executing this Agreement, City understands and agrees that it may receive a formula allocation under the ESG Program only through County. Currently, it is understood that County does not receive any ESG formula allocation. This does not preclude County or City from applying to the State for ESG funds, if the State allows.

4.3 **Income Report.** City agrees to inform County of any income generated by the expenditure of CDBG funds received and that any such program income must be paid to County to be used for eligible activities in accordance with all CDBG program requirements.

4.4 **City Policies.** City agrees that it has adopted and will maintain and enforce: a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent, civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrances to or exit from a facility or location which is the subject of such non-violent, civil rights demonstrations within the jurisdiction.

4.5 **Request for Inclusion.** City supports the application for and receipt of funding from the Act, as amended, by County, and asks that its population be included for three successive years (or the remaining term of the Grant period for County, if less than three years) with that of County to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and authorizes the Mayor of City to sign such additional forms as requested by HUD pursuant to the purposes of this Agreement.

4.6 **Final Responsibility.** City understands that County will have final responsibility for selecting CDBG (and, where applicable, HOME and ESG) projects, submitting the Consolidated Plan to HUD and filing annual grant reports and requests.

4.7 **Fair Housing Support.** City agrees that CDBG funding for activities in, or in support of City are prohibited if City does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification.

4.8 **City Plan.** City will develop a community development plan for the period of this Agreement which identifies community development and housing needs, enumerated as eligible activities under 42 U.S.C. Sec. 5305, and specifies both short and long-term community development objectives.

4.9 **Subrecipient Requirements.** In accordance with 24 CFR 570.501(b), City agrees that City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

4.10 **Good Faith Performance.** City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient



agreements. City further agrees that it will fully cooperate with County in all things required and appropriate to comply with the provisions of any grant agreements received by County pursuant to the Act and its Regulations.

**4.11 Citizen Participation.** City agrees to comply with applicable federal citizen participation requirements, including those in 24 CFR 570.301.

**4.12 City Records.** City agrees to maintain records of activities for any projects undertaken pursuant to the program and said records shall be open and available for inspection by auditors assigned by HUD and/or County on reasonable notice during the normal business hours of City.

**4.13 HUD Form.** City agrees to execute Attachment A, HUD 424-B, Assurances and Certifications.

## **5.0 JOINT RESPONSIBILITIES AND AGREEMENTS**

**5.1 Certification Compliance.** County and City will comply with the applicable provisions of the Act and those federal regulations promulgated by HUD pursuant to the Act, as the same currently exists or as may be amended. County and City shall take all actions necessary to ensure compliance with County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. County and City shall also take all actions necessary to ensure compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

**5.2 County Requirements.** In accordance with 24 CFR 570.501(b), the Parties agree that Travis County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to HUD on the use of program income, and that, in the event of close-out or change in status of City, any program income that is on hand or received subsequent to such close-out or change in status, shall be paid to County; and that the use of designated public agencies, subrecipients or contracts does not relieve Travis County of the responsibility for ensuring that CDBG funds are used in accordance with all program requirements.

**5.3 Adequacy of Performance.** The Parties agree that Travis County is responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts, and for taking appropriate action when performance problems arise, such as the actions described in 24 CFR 570.910; and that, where a city is participating with, or as part of Travis County Urban County, as a participating unit, or as part of a metropolitan city, the County is responsible for applying to the unit of general local government the same requirements as are applicable to subrecipients, except that the five- year period identified under 24 CFR 570.503(b)(8)(i) shall begin with the date that the unit of general local government is no longer considered by HUD to be a part of the metropolitan city or urban county, as applicable, instead of the date the subrecipient agreement expires.

**5.4 Compliance.** County and City will take all actions necessary to assure compliance with County's certifications required by Section 104(b) of Title I of the Act. County and City will comply with the provisions of the following: National Environmental Policy Act of 1969; Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968; and Title 24 Code of Federal Regulations part 570; the

Fair Housing Act; Cranston-Gonzales National Affordable Housing Act (Public Law 101-635); Section 109 Title I of the Housing and Community Development Act of 1974 (42 U.S.C., Section 5309) which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975; Executive Order 11063, as amended by Executive Order 12259; Executive Order 11988; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C., Section 4630, et seq.); and other federal or state statute or regulation applicable to the use of CDBG or HOME Investment Partnerships Act (enacted as Title II of the National Affordable Housing Act of 1990) funds.

**5.5 Consolidated Plan.** The Parties agree that no provision of this Agreement may be interpreted to provide for veto or other restriction that would allow any Party to obstruct the implementation of the approved Consolidated Plan during the period covered by the Agreement.

**5.6 Authorization.** By executing this Agreement, the County Commissioners Court and governing body of City authorize this Agreement and the execution of this Agreement by the appropriate official.

**5.7 Transfer of Funds.** The Parties agree that any unit of local government may not sell, trade, or otherwise transfer all or any portion of funds received pursuant to this Agreement to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. (See Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76).

## **6.0 MISCELLANEOUS TERMS**

**6.1 INDEMNIFICATION.** CITY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS AUTHORIZED OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY ARISING FROM CITY ACTS, ERRORS OR OMISSIONS AND FOR ANY COSTS OR EXPENSES INCURRED BY COUNTY ON ACCOUNT OF ANY CLAIM THEREFORE. CITY SHALL PROMPTLY NOTIFY COUNTY BY LETTER OR EMAIL PURSUANT TO SECTION 2.3.1 OF THIS AGREEMENT OF THE OCCURRENCE OF ANY SUCH CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY. CITY SHALL INDEMNIFY AND HOLD HARMLESS COUNTY AGAINST ANY LIABILITY, CLAIMS, LOSSES, DEMANDS AND ACTIONS INCURRED BY COUNTY AS A RESULT OF THE DETERMINATION BY HUD OR ITS SUCCESSOR THAT ACTIVITIES UNDERTAKEN BY CITY FAIL TO COMPLY WITH ANY LAWS, REGULATIONS OR POLICIES APPLICABLE THERETO OR THAT ANY FUNDS BILLED BY AND DISBURSED TO CITY UNDER THIS AGREEMENT WERE IMPROPERLY EXPENDED.

**6.2 Entire Agreement.** It is expressly agreed that this Agreement embodies the entire agreement of the Parties in relation to the subject matter hereof, and that no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties.

**6.3 Severability.** Each provision of this Agreement is severable from each other provision, and if any provision or part thereof is declared invalid, the remaining provisions shall remain in full force and effect.

**6.4 Assignment.** Neither Party will assign any of the rights or duties under this Agreement without the prior written approval of the other Party.

**6.5 Binding Agreement.** This Agreement shall be binding upon the successors, assigns, administrators and legal representatives of the Parties.



**6.6     Law and Venue.** This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement will be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County, Texas.

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

**6.8     Conflict of Interest.** City shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of City, or member of City's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect to it, or the proceeds under it, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

**6.9     Gratuities.** City agrees that City has not and will not accept gratuities in the form of entertainment, gifts, or otherwise were offered or given by City or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Agreement. City's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors or potential subcontractors. City will establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

**6.10   Nepotism.** City agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of City shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

**[Signature Page to Follow]**

TRAVIS COUNTY

By: \_\_\_\_\_  
Andy Brown  
Travis County Judge  
Chief Executive Officer, Travis County  
Date: \_\_\_\_\_

Approved that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for County; and that County has the authority to undertake or assist in undertaking essential community renewal and lower income housing assistance activities.

By: \_\_\_\_\_  
Assistant County Attorney  
Date: \_\_\_\_\_

CITY OF LAGO VISTA

By: \_\_\_\_\_  
Authorized Representative and Chief Executive Officer  
Ed Tidwell  
Mayor  
Date: \_\_\_\_\_

**Attachment A**  
**HUD 424-B, Assurances and Certifications**

**Instructions for the HUD 424-B Assurances and Certifications**

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

\*Authorized Representative Name:

\*Title:

\*Applicant/Recipient Organization:

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing; except an

applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

7. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

8. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHs established under State law are not excluded from the statute's coverage.

**I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802).**

\* Signature:

\* Date: (mm/dd/yyyy):



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**Public Reporting Burden Statement:** The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7<sup>th</sup> St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD-424B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

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