

VOLUNTARY RESOLUTION AGREEMENT

I. Purpose

The Federal Highway Administration (FHWA) and the Texas Department of Transportation (TxDOT) hereby enter into this Voluntary Resolution Agreement (Agreement) to propose specific Title VI mitigation actions for the U.S. Highway 181 improvements from Beach Avenue to Morgan Avenue at the Crosstown Expressway Project (Project). These actions will ensure the affected minority persons in the Northside Community of Corpus Christi, Texas (Hillcrest and Washington-Coles)¹ do not bear disproportionately high and adverse human health or environmental effects as a result of the Project.

FHWA conducted an investigation pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-7 (Title VI) and its implementing regulations at 49 C.F.R. Part 21. This investigation was initiated in response to an administrative complaint filed by the Texas Rio Grande Legal Aid, Inc. on March 13, 2015, on behalf of two individuals who live in Hillcrest.

The complaint alleged, in part, that TxDOT violated Title VI when the Red Alternative² for the Project was selected, which created a disparate impact for the predominantly minority Hillcrest and Washington-Coles residents.

II. Applicability

Title VI provides 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 be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. Title 49 of the Code of Federal Regulations, Part 21 (the Regulations) implements Title VI for the U.S. Department of Transportation (USDOT) and provides that Recipients may not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program with respect to individuals of a particular race, color, or national origin. TxDOT is a Recipient of Federal financial assistance from the FHWA, and the Project includes Federal financial assistance.

¹ This document incorporates the geographic boundaries for the Northside Community, Hillcrest Neighborhood, and Washington-Coles Neighborhood as defined in the TxDOT Final Environmental Impact Statement – US 181 Harbor Bridge – November 2014, and as depicted in Appendix A, Figure 3.5-7 (<https://ccharborbridgeproject.files.wordpress.com/2012/02/appendix-a-figures1.pdf>).

² *Id.* § 2.8 Identification of the Recommended Alternative.

III. No Admission of Violation

By signing this Agreement, TxDOT, disputes that a Title VI violation has occurred.

IV. Effective Date, Term of the Agreement, and Timelines

The term of this Agreement (Term) shall commence on the date FHWA issues the Record of Decision for the Project, which approves of the Preferred Alternative identified in the Final EIS signed on November 25, 2014 (Effective Date) and shall terminate after the date FHWA approves the final voucher for the Project. If the Project (Red Alternative) is terminated, this agreement will cease to be effective. Should the project be suspended due to funding or legal action, the actions required in this Agreement are suspended during the time of the Project suspension.

If TxDOT is unable to comply with the initial timelines in this document, then TxDOT may request an extension, which shall not be unreasonably withheld. If TxDOT does not comply with the timelines agreed to under this Agreement, then FHWA may pursue potential sanctions, as discussed in Section XI of this Agreement.

V. Definitions

For the purpose of this Agreement, the terms listed below shall have the following meanings:

Appraisal means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Business means any lawful activity, except a farm operation, that is conducted on property in the Neighborhood on January 1, 2016 and continuously thereafter:

- (i) Primarily for the sale of products or services to the members of the Neighborhood or surrounding community for which the business is reliant on the Neighborhood for the majority of the sales;³
- (ii) By a nonprofit organization that has established its nonprofit status under applicable Federal or State law;
- (iii) A home based business located within an Owner Occupied Property.⁴

³ This determination will be made based on type of business, products or services offered, the location of the business, and the availability of the products or services outside of the Neighborhood.

D.N. Leathers I or Leathers shall mean the 122-unit public housing complex by that name located in the City of Corpus Christi, which is owned by the Corpus Christi Housing Authority and which is located adjacent to the Hillcrest neighborhood.

Days shall mean calendar days.

Neighborhood shall mean the geographic area in the City of Corpus Christi bounded by West Broadway Street, Floral, Martin Luther King Drive, and the right of way line of the Project, as shown in **Appendix A** (the area inside the green boundary lines) attached to and made part of this Agreement.

Owner means a person who purchases or holds any of the following interests in real property:

- (i) Fee title, a life estate, a land contract, a 99 year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
- (ii) An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- (iii) A contract to purchase any of the interests or estates described in subparagraphs (i) or (ii) of this section; or
- (iv) Any other interest, including a partial interest, which in the judgment of TxDOT warrants consideration as ownership.

Owner Occupied Property means any dwelling in the Neighborhood that is owned by one or more Owners and in which at least one Owner that is a natural person resides in the dwelling on a permanent basis on January 1, 2016, and continuously thereafter, whether or not additional persons may reside in the dwelling as Tenants.⁵

Person means any individual, family, partnership, corporation, or association.

Residential Property means any Owner Occupied Property or Residential Rental Property.

⁴ The eligibility of a home based business must be shown by the prior two years certified Federal tax returns showing business operation and a percentage of the home used for the home based business. An eligible business would be relocated and reestablished only if the Owner of the property opted to participate in the Acquisition Program. The home value would be determined based on normal appraisal practices and the offer would be made to the Owner of the property. Separate relocation assistance packages (under the Relocation Program) would be presented, one concerning relocation of the Owner, and one concerning relocation of the business.

⁵ Owner occupancy status would also apply for members of the military, or other owners, for whom there is a legal, work related, or other necessary reason for the person to not actively occupy the residence on January 1, 2016.

Residential Rental Property means any dwelling in the Neighborhood, including a single family house, a duplex for two or more families, or other multi-family housing, which is not an Owner Occupied Property and in which one or more Tenants reside on January 1, 2016.⁶ To be eligible under the Acquisition Program (described below) an Owner must own the Residential Rental Property on January 1, 2016, and continuously thereafter. For the absence of doubt, the Leathers Public Housing Complex is not a Residential Rental Property for purposes of this Agreement.

Tenant means a person who on January 1, 2016, and continuously thereafter, has the temporary use and occupancy of Residential Property owned by another.

VI. TxDOT Actions

- A. As the Recipient of Federal-Aid Highway funds from FHWA, TxDOT is solely responsible for effectuating the actions described in this Agreement. Except where noted, the actions described below will be performed in addition to the mitigation actions already committed to by TxDOT as they relate to the Project, contained within the Final Environmental Impact Statement (FEIS). TxDOT agrees to comply with Executive Order 12892 to affirmatively further fair housing.
- B. TxDOT will perform or effectuate the following:
 1. **Mitigation in Final EIS.** As described in TxDOT's Final EIS⁷, TxDOT will provide assistance for residential and business displacements in Washington-Coles for those properties within the Project Right-of-Way, including but not limited to the use of TxDOT relocation counselors to work with persons displaced to find decent, safe and sanitary dwellings in the residents' preferred locations. Additional mitigation is described in the Final EIS.
 2. **Property Acquisition Management.** Within 120 days of the Effective Date of this Agreement TxDOT will retain, or cause to be retained, a responsible party or parties as Acquisition Manager (Manager) for the purposes of managing and implementing the Voluntary Acquisition Program (Section VI(B)(3)) and the Relocation Benefits Program (Section VI(B)(4)). The Manager will carry out and

⁶ For properties in which a Tenant does not occupy the property on January 1, 2016, to apply the definition, the Owner must show previous tenant history for the two years immediately prior to the signing of this Agreement. Should the property been occupied by tenants for at least 45 weeks of the prior two years, the property would fall within the definition of Residential Rental Property.

⁷ Final Environmental Impact Statement – US 181 Harbor Bridge – November 25, 2014, § 4.7.6.2 Mitigation Measures, <http://ccharborbridgeproject.com/eis/>.

manage all appraisals, purchases, relocation assistance, title work, and other related services. The Manager must keep and retain all records required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as implemented in Title 49 of the Code of Federal Regulations, Part 24, and required by Title VI of the Civil Rights Act of 1964. TxDOT will provide oversight of the Manager to ensure the Uniform Relocation Act is followed and displaced persons are treated in a fair and equitable manner.

3. **Voluntary Acquisition Program (Acquisition Program).** For each Owner of Residential Property and Business in the Neighborhood, TxDOT will carry out a Voluntary Acquisition Program. This Program will be made available to eligible Owners and Businesses that express, in writing, a desire to participate in the Acquisition Program. If an Owner or Business owner expresses an interest in acquisition during the effective period for the program, then TxDOT will treat them as a *displaced person* with the rights and privileges set forth in 49 C.F.R. § 24.2(a)(9). As such, TxDOT will ensure that interested Owners' and Business' properties are appraised, the appraisals are reviewed, and offers to acquire the properties are issued. For an Owner Occupied Property, the offer shall also give the Owner the right to retain a life estate in the property. In such cases, the purchase price of the property will be reduced to reflect the value of the retained life estate. Eligible Owners who elect to retain a life estate waive their rights under the Relocation Program (described below). TxDOT will provide, or cause to be provided, written notice, in the same manner required under 49 C.F.R. § 24.102, of the terms of the Acquisition Program to all Owners, and Businesses on an annual basis throughout the effective period of the program. TxDOT will initiate the Acquisition Program no later than 120 days from the Effective Date of this Agreement. TxDOT will provide the first written notice no later than 120 days from the Effective Date of this Agreement. For purposes of the Acquisition Program, the just compensation for any property shall be deemed to be the approved appraisal of the value of the property as determined under the appraisal process in 49 C.F.R. §§24.103 and 24.104, without giving effect to any rules that might render such rules inapplicable. TxDOT will initiate the Acquisition Program no later than 120 days from the Effective Date, and the program will be in effect for a three year period following initiation. TxDOT will not be required to condemn any property under this program.
4. **Relocation Benefits Program (Relocation Program).** TxDOT will carry out a Relocation Benefits Program in the Neighborhood. TxDOT will provide, or cause to be provided, relocation benefits for (1) Owners who participate in the Acquisition Program (except homeowners who elect to retain a life estate waive

their rights to any relocation benefits), (2) Tenants of an Owner Occupied Property or Residential Rental Property in which the Owners participate in the Acquisition Program, and (3) Businesses who participate in the Acquisition Program. TxDOT will provide relocation assistance to eligible displaced Owners and Tenants as required under the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F. Participating Tenants must express an interest, in writing, to TxDOT. TxDOT will initiate the Relocation Program no later than 120 days from the Effective Date of this Agreement and the program will be in effect for a three year period following initiation.

5. **Voluntary Restrictive Covenant Program (Covenant Program).** TxDOT will carry out a Voluntary Restrictive Covenant Program for Owner Occupied Properties in the Neighborhood. TxDOT will ensure that to each eligible Owner of Owner Occupied Property in the Neighborhood will be made an offer to purchase a covenant that permanently prohibits the use of the property for residential purposes upon any future conveyance of the property, and an option to purchase the property for its then appraised value if the Owner elects to sell the property or upon the death of the Owner, whichever occurs first. The purchase price of the restrictive covenant will be not less than \$7,500.00 per home. The covenant will provide that it is effective upon the death of the named Owner of the property or when the property is sold, whichever comes first. If there is more than one Owner, the restrictive covenant will provide that it is effective upon the death of the last-surviving of the named owners or when the property is sold, whichever comes first. TxDOT will initiate the Covenant Program no later than 120 days from the Effective Date of this Agreement and the Program will be in effect for a three year period following initiation.
6. **Transfer of Title.** Under the Acquisition Program and Covenant Program, at the closing of a sale, TxDOT will pay the reasonable expenses the Owner necessarily incurred for recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property. At TxDOT's expense, the Owner shall participate in all good faith efforts to provide the purchaser good and marketable title. TxDOT may elect to accept the conveyance after resolving title issues or may accept the conveyance subject to conditions. At the closing all liens will be deducted from the payment made to Owner.
7. **Restriction on Participation.** Eligible Owners may participate in the: (a) Acquisition Program and Relocation Program, or (b) the Covenant Program, but not both.

8. **Community Liaison Program.** TxDOT will ensure that a Community Liaison Program (Liaison Program) is created that conforms with the provisions contained in **Appendix B**. TxDOT will initiate the Liaison Program no later than 60 days from the Effective Date of this Agreement and the Program will be in effect for a 48 month period following initiation.
9. **Additional Low Income Housing Assistance.** TxDOT will ensure the Corpus Christi Housing Authority tenants who on January 1, 2016 are housed at the D. N. Leathers I property are offered relocation assistance and benefits pursuant to the program requirements of the United States Department of Housing and Urban Development (HUD), and that such benefits are provided to any tenants who accept the offer. Housing options shall include:
- Occupancy in a public housing unit operated or assisted by the Housing Authority at a rental rate paid by the family that is comparable to the rental rate applicable to the unit from which the family is vacated; or
 - Tenant Protection Voucher, if such vouchers are issued by HUD, except that such assistance will not be considered “comparable housing” until the family is actually relocated into such housing.
- If for any reason such benefits are not offered to the tenants, or were offered and housing with a Tenant Protection Voucher and occupancy in a public housing unit was not available, TxDOT will ensure the tenants are relocated and offered relocation assistance and benefits pursuant to the applicable sections of the Uniform Act and 49 C.F.R. Part 24, Subparts C-F.⁸ TxDOT will initiate assistance no later than December 31, 2016.
10. **Park Mitigation.** TxDOT, in coordination with FHWA’s Office of Civil Rights and the Neighborhood Community Advisory Board (described below), will meet to reformulate the proposed 4(f) mitigation in the FEIS that focuses on rehabilitation in the Neighborhood of T.C. Ayers Park and Williams Memorial Park (Parks). TxDOT will maintain the Parks for 24 months from the Effective Date of this Agreement, at which time FHWA, the Advisory Board, and TXDOT will meet to discuss and propose next steps. Any variation from the current proposed mitigation in the FEIS, must be approved by FHWA Office of Civil Rights and will be enforceable under this Agreement.

⁸ A tenant claiming that housing under HUD’s Tenant Protection Voucher program or the Public Housing Program is not available in the City of Corpus Christi must show they have made good faith efforts to obtain such housing.

VII. Modification of Agreement

This Agreement may be modified by mutual agreement of both FHWA and TxDOT after negotiating in good faith and in writing.

VIII. Federal Reimbursement

TxDOT may apply for federal reimbursement for any eligible expenses incurred as part of the Title VI mitigation in this project.

IX. Intimidation or Retaliatory Acts Prohibited

Neither TxDOT nor any entity or business party to an agreement to carry out the actions herein shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Section 601 of Title VI or 49 C.F.R. Part 21, or because they have made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing pursuant to 49 C.F.R. Part 21.

X. Third-Party Agreement

FHWA acknowledges that TxDOT has entered into a separate agreement with the Port of Corpus Christi Authority of Nueces County, Texas, the City of Corpus Christi, Texas, and the Corpus Christi Housing Authority, for purposes of implementing the Agreement, and that such local governmental entities under the separate agreement will carry out some of the mitigation actions identified in this Agreement. No provisions in such agreement will (1) affect TxDOT's obligations to FHWA, generally, or (2) supercede any provision described herein to the extent TxDOT's third-party agreement conflicts with any provision contained herein or Federal law or regulation.

XI. Monitoring and Enforcement

TxDOT will send written progress reports to the FHWA-Texas Division no less than once per quarter of the Federal Fiscal Year. The reports will include a summary of all activities (including those not performed by TxDOT personnel) related to performing the tasks in Section VI of this Agreement. Further, TxDOT will cooperate with FHWA regarding all additional requests for information and documentation, pursuant to 49 C.F.R. § 21.9, et seq.

Specifically, written progress reports will contain, but are not limited to, information on appraisals performed on specific properties pursuant to this Agreement, specific property purchases offered and accepted, relocation assistance provided and to whom, restrictive covenant purchases and to whom, title work performed, and other

services related to the relocation of Neighborhood residents occurring during that reporting period. Written progress reports will also contain a summary of all activities related to the relocation of tenants currently housed in D.N. Leathers I, including progress related to the identification of alternative locations for new public housing and for tenants.

In addition, the Liaison provided pursuant to Section VI B.8 will send written progress reports to TxDOT no less than once per quarter of the Federal Fiscal Year. The reports will include a summary of all activities related to the performance of the Liaison's duties for that reporting period, as described in Section VI B.8.

Upon the signing of this Agreement, a Neighborhood Community Advisory Board (Community Advisory Board) will be established by soliciting participation by Neighborhood and community members to be a part of, and lead, the Advisory Board. The Community Advisory Board would be Neighborhood and community members who volunteer to serve on the Advisory Board with any leadership of the Advisory Board selected by the voluntary members. This Advisory Board will be in effect during the duration of the Project. TxDOT will be responsible for collaborating with the Community Advisory Board on activities related to the implementation of this Agreement, on at least a quarterly basis throughout the life of the Project. Additionally, TxDOT will collaborate with the Advisory Board on issues including public workshops on the Voluntary Acquisition Program, the Relocation Benefits Program, the Voluntary Restrictive Covenant Program, and the relocation of tenants in D.N. Leathers I. TxDOT will document its collaboration with the Community Advisory Board, including comments and concerns raised in quarterly meetings and how they were addressed, in its written progress reports. The Community Advisory Board will also be permitted to raise concerns related to the implementation of this Agreement with FHWA.

If TxDOT, through its actions or inaction, fails to implement any part of this Agreement or fails to cooperate with FHWA documentation and information requests, FHWA may invoke its authority pursuant to 49 C.F.R. § 21.13, et seq. for failure or threatened failure to comply with Title VI of the Civil Rights Act of 1964. If at any time FHWA makes such a determination, then FHWA shall notify TxDOT in writing. The notice shall include a statement of the basis for FHWA's determination and shall allow TxDOT fifteen (15) days to either; (a) explain in writing the reason for the actions and describe the remedial actions that have been or shall be taken to achieve compliance with this Agreement or (b) dispute the accuracy of FHWA's findings. If TxDOT does not respond to the notice, or if, upon review of TxDOT's response, FHWA determines that TxDOT has not complied with the terms of the Agreement, FHWA may pursue its statutory and/or contractual remedies. Should a violation of the agreement occur, the time period of the Agreement will be extended

for an amount of time equal to the time FHWA determines a violation occurred to the time of the FHWA approved remedy.

Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against FHWA or TxDOT.

XII. Abeyance

FHWA will hold in abeyance the Letter of Finding regarding the complaint filed in the matter (described above) during the performance of this Agreement. At any time, should TxDOT not perform, or ensure performance, under this Agreement, FHWA will notify TxDOT as stated in section XI above. Should TxDOT fail to remedy the violation within 30 days of notification, the Letter of Finding will be issued and applicable actions taken.

FEDERAL HIGHWAY ADMINISTRATION

Gregory G. Nadeau
Administrator

Dated: _____

TEXAS DEPARTMENT OF TRANSPORTATION

LtGen J.F. Weber, USMC (Ret)
Executive Director

Dated: _____

APPENDIX A
MAP SHOWING THE NEIGHBORHOOD



APPENDIX B

COMMUNITY LIAISON PROGRAM

I. Scope

The Liaison will provide proactive informational assistance to interested persons who are assessing whether to participate in the Acquisition Program, the Relocation Program, and the Covenant Program. For any Owner, Tenant, or Business, the Liaison will provide information to those individuals who indicate a desire for such assistance in relation to the provisions of this Agreement (each, an Interested Person).

II. Guiding principles of the Liaison Program

The essence of effective practice of the Liaison will be determined and set by guiding principles, including:

- Facilitate the provision of sufficient information to interested persons to reduce otherwise-existing denials of or delays in the provision of benefits.
- Avoid or minimize a situation where an interested person leaves an information session without the Liaison having provided a clear path for the interested person to be capable of understanding eligibility for one or more benefits.
- Avoid or minimize a situation where an Interested Person leaves an information session without the Liaison having identified a methodology for determining eligibility for benefits for which the Interested Person qualifies or the steps for how they could determine such qualification.
- Facilitate the full and fair application of every potential program element with the goal of enabling Interested Persons to have the capability to access the maximum level of program benefits.
- Ensure that language translation and interpreter services are available for all Limited English Proficiency (LEP) persons, in accordance with Executive Order 13166 and TxDOT's Language Assistance Plan.⁹

III. Liaison program goals

The goals of the Liaison program are:

- to provide information and assistance to try to ensure that each Interested Person is appropriately knowledgeable about the benefits and options available to them;

⁹ <http://ftp.dot.state.tx.us/pub/txdot-info/ocr/language-assistance-plan.pdf>.

- to facilitate each Interested Person's evaluation of and application for the benefits for which they are eligible;
- to coordinate with any third party public or private entities with whom TxDOT has an agreement pursuant to this Agreement.

IV. Liaison position minimum qualifications

TxDOT will ensure the Liaison has the following minimum qualifications:

- Training: the Liaison will be properly trained in the knowledge and skills to adequately provide assistance to Interested Persons pursuant to this Agreement.
- Maturity and Experience: the Liaison will have the maturity, experience, and negotiation skills necessary to work with the affected community.
- Bilingual: the Liaison services will either be provided by the Liaison in English and Spanish or the Liaison will be able to provide easy access to an individual or individuals who are fluent in English and Spanish.

V. Liaison Support

TxDOT will provide, or cause to be provided, support to the Liaison as necessary for the successful performance of the Liaison's duties.

VI. Field Office and Equipment

TxDOT will ensure the Liaison has an office facility within the Hillcrest/Washington-Coles Neighborhoods or within 1000 feet thereof, which will serve as a Field Office to facilitate providing assistance effectively and efficiently assist Interested Persons. The Field Office will be in a safe location and of a size sufficient to hold small (5-10 person) meetings. In addition, TxDOT will ensure the Liaison has a laptop computer with specifications sufficient to carry out their duties, as well as a compatible printer and miscellaneous office supplies.

VII. Primary program duties of the Liaison

The Liaison's primary duties will be to:

1. Prepare and execute an early and continuing Coordination Plan. The Liaison will be responsible for developing and executing a Plan for early and continuing coordination and interaction with interested persons, Owners, Tenants, Businesses, Acquisition Program participants, Voluntary Restrictive Covenant Program participants, and any public or private entities with whom TxDOT has an agreement pursuant to this Agreement.

2. Develop and maintain database. The Liaison will maintain a database on each Interested Person and Owner, where they are in the process, and what next steps have been identified and communicated to the person. The Database will be updated on a daily or weekly basis. The Database will include all of the Liaison's correspondence with Interested Persons and Owners, project participants, and appropriate contacts with the City, the Texas Department of Transportation, the Port of Corpus Christi Authority, the Corpus Christi Housing Authority, the relocation assistance firm contracted by the Port of Corpus Christi Authority, and other community contacts.
3. Limited English Proficiency (LEP) plan. The Liaison will prepare a Limited English Proficiency (LEP) Plan describing the policies, services, and information that the Liaison will take to ensure that LEP persons have meaningful access to the programs, benefits, assistance, and information.
4. Performance report. The Liaison will provide TxDOT or its designee with a quarterly progress report. In addition, the Liaison will assist TxDOT with any reporting pursuant to Section XI of this Agreement.
5. Request for increased support or resources/scalability potential. If, any time during the Term of this Agreement, if the Liaison determines that more support or resources may be needed, the Liaison may provide TxDOT with the Liaison's recommended program changes, accompanied by the appropriate written justifications and supporting performance and other data.
6. The Liaison will be responsible for providing for the interview of each eligible Interested Person to determine said Interested person's needs, evaluate their eligibility for each program, explain how their participation in the Programs described herein would work, and how available benefits would assist them in the process.
7. The Liaison will listen to each interested person's explanation of personal issues to provide the Liaison with a better understanding of what that person needs.
8. The Liaison will make phone calls to the relevant agencies and third party entities as needed, in order to inquire about matters to determine eligibility, schedule appropriate meetings, and determine what materials will be required of the Interested Person in order to access services.

9. The Liaison will also facilitate an Interested Person in accessing other forms of assistance that can be provided to maximize the Interested Person's benefits or help lessen the process burdens on an Interested Person in participating in the programs described herein. This assistance may include referral to other appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance.