

To: Harris County Commissioners Court

Through: David Berry, Executive Director, Budget Management Department

Prepared By: Leah Barton, Consultant, Budget Management Department

Subject: COVID-19 - Emergency Rental Assistance Program Funding Agency Contracts

Project ID (If applicable):

Purpose and Request:

Recommendation by Budget Management to execute contracts with BakerRipley and with Catholic Charities of the Archdiocese of Galveston-Houston for purposes of providing rental and utility assistance to Harris County residents under the federal Emergency Rental Assistance Program (ERAP).

Background and Discussion:

In January 2021, the US Treasury department launched the Emergency Rental Assistance Program, designed to support low-income families impacted by the COVID-19 pandemic. Harris County applied for and received \$73.8M in ERAP funding.

Building on learnings from the 2020 CRF Rental Assistance program, BMD, working with the City of Houston, Commissioners Court staff and Guidehouse, has designed an updated rental and utility assistance program in accordance with ERAP guidelines. BakerRipley and Catholic Charities are proposed as primary funding agencies responsible for tenant application intake and processing, landlord enrollment, and fund disbursement.

At a future date, additional agencies will be engaged as navigators to support tenants in the application process.

Fiscal Impact: Funding for these two contracts will be fully provided by the US Treasury ERAP grant.

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: Emergency Rental Assistance Program			
Additional Appropriation Requested	\$70M		
Total Expenditures	\$70M		
Funding Sources			
US Treasury ERAP Program	\$70M		
Total Sources	\$70M		

Alternatives:

While contracting with alternative funding agencies is possible, it is not recommended due to the capacity and experience of these two agencies and the delay that would be incurred in a broader process.

Alignment with Strategic Objective:

This activity is aligned with the strategic objective of securing and deploying emergency funding to support Harris County residents in response to the COVID-19 pandemic.

Attachments: Contracts to follow (one for BakerRipley, one for Catholic Charities); program overview slide

Emergency Rental Assistance Program Overview

- County has received \$74M in rental assistance funding via US Treasury Emergency Rental Assistance Program (ERAP)
- JOINT program with City of Houston, which received \$70M in ERAP funding, with common eligibility requirements, tenant application portal, landlord agreement, and points of contact
- Two contracts to be presented for approval on 2/9: BakerRipley (\$28M) and Catholic Charities (\$42M)
 - Each will be responsible for tenant application processing and funding
 - Each will provide specialized services:
 - Contact center and communications - Catholic Charities
 - Technology and landlord enrollment - BakerRipley
- Additional contracts forthcoming for case management and legal services / eviction support
- Applicants must demonstrate:
 - Low income (<80% HAMFI)
 - COVID Impact
 - Housing instability
- Applicants with <50% HAMFI and 90 days of unemployment will be prioritized
- Awards are available for back rent from March 2020 to present, with option for 1-3 months of forward rent
- Landlord enrollment is still preferred though a direct assistance option is available if landlord fails to respond
- Compliance program development underway, including testing plan and controls to prevent duplication of benefits
- For geographic equity, we will monitor distribution of awards vs. census tract vulnerability indices and adjust outreach as needed

**AGREEMENT BETWEEN HARRIS COUNTY AND
BAKERRIPLEY**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Budget Management Department (the “Department”), and BakerRipley (“Contractor”), a non-profit 501(c)(3) corporation. The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

Pursuant to Section 81.027 of the Texas Local Government Code, a commissioners court may provide for the support of its residents who are unable to support themselves. Additionally, or alternatively, pursuant to §501 of the Consolidated Appropriations Act, 2021 (Pub. Law. 116-260), hereinafter referred to as the “Act”, a grantee of funds shall only use the funds to provide financial assistance to or on behalf of eligible households, as defined within the Act.

BakerRipley provides disaster recovery services for residents of Harris County and currently is providing services and programs to families directly impacted by the COVID-19 public health emergency.

The County has determined that the Coronavirus Disease 2019 (COVID-19) disaster has created a public emergency that requires immediate action to address the threat to public health and safety and cannot be delayed by formal competitive procurement;

The County has determined that providing financial assistance, as described herein, to aid vulnerable residents of Harris County, Texas at risk of experiencing homelessness or housing instability due to the COVID-19 pandemic, will further the objectives of the County, benefit the County and its residents, and serve the broader purpose of protecting the health, safety, and welfare of Harris County, Texas residents by reducing the number of people facing eviction, and to help the public health in a time when protecting the health of the whole community requires social distancing and the ability for residents to shelter in place, and by assisting individuals who experienced a loss of income caused by the COVID-19 pandemic;

Due to the number of Harris County residents at risk of experiencing homelessness or housing instability, the County has determined that (i) the relief provided for in this Agreement qualifies for the use of funds awarded to the County pursuant to the Act, in furtherance of an Emergency Rental Assistance Program and (ii) the housing situation addressed by this Program is meant to address an emergency or exigent circumstances which justify the County not pursuing traditional competitive procurement for the Services provided hereunder;

The County, through approval and execution of this Agreement, hereby establishes an emergency financial assistance program pursuant to Section 81.027 of the Texas Local Government Code and

§501 of the Consolidated Appropriations Act, 2021 (Pub. Law 116-260), to provide financial assistance to or on behalf of eligible households of Harris County that have been directly impacted by loss of income due to the COVID-19 public health emergency.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide the services required hereunder as part of the 2021 Emergency Rental Assistance Program (the “Program”) for the Department, as detailed herein and in the Scope of Services (the “Services”), attached hereto as Exhibit A and incorporated herein by reference. Harris County agrees to provide \$26,453,141.00 (the “Program Fund”) to be disbursed to or on behalf of eligible households through the Program in an amount not to exceed the limits imposed by the Act that, among other criteria, have been financially impacted by the COVID-19 Public Health Disaster, as detailed herein and in the Scope of Services. The Program Fund will be transferred to Contractor in installments, rather than being transferred in a single lump sum. Each installment will be equal to the lesser of (i) the amount necessary to increase the Program Funds in Contractor’s possession back to \$10,000,000 or (ii) the funds remaining in the Program Fund and will be transferred to the Contractor upon request by Contractor.
- B) The Parties agree that providing emergency financial assistance for Harris County residents through participation in the Program serves a public purpose.
- C) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- D) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- E) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- F) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt. Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor’s taxes become delinquent

or Contractor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

- G) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- H) Contractor shall verify that each subcontractor it retains to perform Services pursuant to this Agreement is in compliance with Sections E, F and G above. If Contractor uses subcontractors, Contractor shall apply the terms and conditions indicated in this Agreement and the Scope of Services to Subcontract work. Contractor shall at all times be responsible for the performance of its subcontractors. No term or agreement of Contractor's agreement with any Subcontractor shall alter the terms and conditions of this Agreement. Contractor shall remain responsible for the work of its subcontractors.

2) **INDEPENDENT PARTIES**

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social

Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) TERM

The term shall be for a period beginning upon execution by both Parties and remain in full force and effect until March 31, 2022.

4) CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor a Fee comprised of: (i) a monthly fee equal to five percent (5%) of the amount disbursed to eligible households each month for a not-to-exceed cumulative maximum amount of \$1,322,657.00 and (ii) an initial payment for development costs in the amount of \$305,000.00 ("Fee"). This Fee is in addition to the Program

Fund and incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.

- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.

5) TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered each month to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.
- B) After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.
- C) County shall, subject to the other requirements of this Agreement, transfer the initial installment of the Program Fund in the amount of \$10,000,000.00 to Contractor within ten (10) business days after the date Contractor begins accepting applications for the Program. County shall promptly provide a Purchase Order issued by the Harris County Purchasing Agent to authorize Contractor to begin to perform Services.
- D) Upon completion of the Term or in the event of early termination of this Agreement, Contractor shall provide the County with a final, comprehensive report regarding the Program Fund disbursed to qualified applicants, submitted within ninety (90) days of distribution of all grants to qualified applicants.
- E) In the event that the full Program Fund of \$26,453,141.00 is not disbursed to applicants, Contractor's Fee shall be calculated and paid based on the actual amount of the Program Fund disbursed to applicants. Contractor shall also return any unexpended Program Fund.

Additionally, Contractor acknowledges that, as of September 30, 2021, Program Funds may be recaptured by the Secretary of the Treasury, and, in such event, the Program Fund, the Fee, and other allocations in this Agreement may be subject to

such recapture. Accordingly, Contractor agrees to use its best efforts to award at least 65% of the Program Fund to eligible households prior to August 31, 2021.

- F) In the event that the Agreement is terminated early by the County, Contractor shall provide the County with a final invoice of any unpaid amounts for Services by the Contractor prior to termination or as soon as practicable thereafter. In no event shall total payments to Contractor exceed Contractor's Compensation as contained in Article 4(A).
- G) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of \$1,627,657. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that this Agreement is contingent upon the availability of third-party funds, including but not limited to federal funds awarded to the State or County ("Act Funds") for the term of the Agreement. It is expressly understood and agreed that the County has no County funds available with which to pay its obligations hereunder except funds allocated and received by the County under the Act. The County shall not be liable under any circumstances or any interpretations hereof for any costs under this Agreement until the Act Funds are certified and available for this Agreement by the County Auditor as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent. It shall be the obligation of Contractor to assure itself that sufficient funds have been allocated to pay for the Services to be provided. Should Contractor receive any Act Funds from the County for costs that are determined to be ineligible for payment with Act Funds, Contractor shall refund to the County any and all such amounts that have been paid by the County.
- C) Contractor understands and agrees that the payment obligations created by this Agreement are conditioned upon the availability of third-party funds and appropriated for the payment of such obligations under the Act. In the event these Act Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Act Funds. It is expressly understood and agreed that the County has available the total maximum sum of funds certified available by the County Auditor through the issuance of the

purchase order for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. In the event the Act Funds are reduced, and the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, the Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County's obligation to make any payments under the Agreement using Act Funds is limited to the amount of Act Funds received. Contractor agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to, liquidated or incidental damages, late fees, penalties, and finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement. Contractor shall provide the products, services and deliverables during the term of the agreement.

- D) Contractor understands and agrees that Act Funds awarded to the County are the exclusive funding of the Agreement. In order to be eligible for payments under the Act, Contractor agrees to comply with all of the applicable terms and requirements of the Act as supplied by the County. Contractor further agrees to reimburse the County, within thirty (30) days after written notice, for any Act Funds received from the County under the Agreement for which the County is denied reimbursement under the Act or which are otherwise determined to be ineligible for reimbursement under the Act. Federal Regulations require that Contractor pay all suppliers and subcontractors performing services under this Agreement within thirty (30) days of receipt of payment from the County.
- E) Contractor understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, Contractor knows that the funds available will not cover the cost of the Services, Contractor shall notify the County immediately.
- F) Subject at all times to the availability of Act Funds and the County's right to withhold payment of any questionable charges, the County shall pay each undisputed invoice in accordance with Texas state law.

7) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not

the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) **Electronic Mail Addresses.** Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) **TERMINATION**

- A) County's Termination for Convenience. The County may, by written notice to Contractor, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Contractor of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the County, the County shall compensate Contractor for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Contractor shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Contractor prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

- B) County's Termination for Cause. If Contractor fails to perform pursuant to the terms of this contract, the County shall provide written notice to Contractor specifying the default and providing two weeks for Contractor to cure such default ("Notice of Default"). If Contractor does not cure such default within the time required by the County, the County may terminate this contract for cause. If Contractor fails to cure a default as set forth above, the County may, by written notice to Contractor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Contractor shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the County's corrective action, including reasonable overhead, and attorneys' fees.
- C) Contractor's Termination. Contractor may terminate this Agreement for cause or convenience by providing sixty (60) days' notice in writing to the County. The County shall compensate Contractor for work or materials fully and adequately provided through the effective date of termination. Contractor shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Contractor prior to the effective date of termination.
- D) Reimbursement; Damages. The County shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Contractor's performance of the work.
- E) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Contractor shall promptly discontinue the work unless the Notice directs to the contrary. Contractor shall deliver to the County and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Contractor acknowledges the County's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the County's termination of this contract. The County shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If County terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be

converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- F) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure Event*”), the Party who has been so affected agrees to give notice to the other Party immediately and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure Event*, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- G) Copies of all completed or partially completed information, programs, inventions, software (including source code), firmware, designs, documentation or data (the “Documents”) developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- H) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: BakerRipley
4450 Harrisburg
Houston, Texas 77011
Attn: Rene Solis
Email: rsolis@bakerripley.org

To the County: Harris County
1001 Preston, Suite 900
Houston, Texas 77002
Attn.: County Judge

Copy To: Harris County Budget Management Department
1001 Preston St, Suite 500
Houston, Texas 77002
Attn.: Shain Carrizal
Email: Shain.Carrizal@bmd.hctx.net

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

10) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR

LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEY'S FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR AND ANY SUBCONTRACTOR OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS, SUBCONTRACTORS, AND EMPLOYEES.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE CONTRACTOR, IN WHICH THE COUNTY MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

11) FIDELITY BOND

- A) Fidelity Bond. Contractor shall provide and maintain a Fidelity Bond, with a penal sum equal to \$10,000,000.00, for the entire term of the Agreement. If Contractor fails to furnish the required Fidelity Bond within ten (10) Calendar Days after execution of the Agreement, County may terminate the Agreement at no further cost to County.

The Fidelity Bond is solely for the protection of the County from theft or dishonesty from Contractor's employees as it relates to the administration of the Program Fund by Contractor in accordance with this Agreement.

If, at any time during any covered period, the Surety fails to meet the statutory requirements of a Surety in the State of Texas, Contractor shall immediately and without County's request, replace the bonds with a Surety that complies with the requirements above.

12) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in

the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.

- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- G) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- H) Contractor shall not enter into any subcontract, contract agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, Services or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Contractor, unless such Arrangement approval has been requested by County, after full disclosure in writing by Contractor to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entities" means business concerns or individuals if, directly or indirectly –
 - i) Either one controls or can control the other party or
 - ii) A third-party controls or can control both

Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.

- I) NO FEDERAL EXCLUSION

- i) Contractor warrants that neither Contractor nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
 - ii) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
 - iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor’s business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.
- J) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents,

including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.

- K) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- L) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.
- M) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- N) Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- O) Compliance with Federal Requirements.

Contractor acknowledges that Fund payments made by Harris County ("Grantee") to Contractor are not considered to be grants but are "other financial assistance" under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Contractor Agreement, the Contractor shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

Contracts awarded by Contractor under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Contractor must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Contractor shall comply with all federal requirements including, but not limited to, the following:

- i. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- ii. Contractors are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Contractor spends \$750,000 or more in federal awards during their fiscal year.
- iii. Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- iv. Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- v. Fund payments are subject to Subpart F regarding audit requirements.
- vi. NOTE: The CRF is not subject to the regulations pursuant to 2 C.F.R. 200.318-326.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

P) No Obligation by Federal Government

The Federal government, Department of Treasury, and any other federal agency or pass-through entity providing financial assistance to a recipient are not a party to any transaction between the recipient and or its contractor. The Federal government or any other federal agency or pass-through entity providing financial assistance

are not subject to any obligations or liable to any party for any matter relating to a contract.

Q) Compliance with Federal Law, Regulations, and Executive Orders

Contractor and subcontractors are required to comply with all Federal laws, regulations, executive orders, applicable Federal agency policies, procedures and directives.

R) Program Fraud & False or Fraudulent Statements or Related Acts

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

13) ADMINISTRATIVE REQUIREMENTS

A) Financial Management

The Contractor agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Contractor's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards.

B) Duplication of Benefits; Subrogation

Contractor shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). The Contractor shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

If the Contractor receives duplicate benefits from another source for projects related to this disaster, the Contractor must refund the benefits provided by the Grantee to the Grantee. The Grantee may also recover the amount to be repaid, or any part thereof, by deductions from any Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding which were to be paid to Contractor.

Under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any entity that has received or is entitled to receive federal disaster assistance is liable

to the United States for the repayment of such assistance to the extent that such assistance duplicates benefits available for the same purpose from another source, including insurance and other federal programs.

C) Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Harris County or any of its authorized representatives shall have the right of access to any records, documents, financial statements, papers, or other records of the Contractor which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained.

All recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

Recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement to show compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. Recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors must give Harris County, or any of its authorized representatives access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable regulations and other applicable laws or program guidance.

D) Record Retention

Contractor shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Contractor records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six (6) years from the date of submission of the final expenditure report.

Contractor, as of thirty (30) days after the completion of the program, will transfer all reports, records, and documentation to Harris County.

E) Internal Controls

Contractor must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Contractor is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

F) Personally Identifiable Information

Contractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information the Grantee designates as sensitive or the Contractor considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G) Client Data

Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

H) Disclosure

Contractor understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Contractor's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

I) Monitoring & Compliance

Grantee shall monitor the activities of Contractor as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Monitoring of Contractor shall include:

- i. Reviewing financial and performance reports required as required by Grantee.
- ii. Following-up and ensuring that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Contractor from Grantee detected through audits, on-site reviews, and other means.
- iii. Issuing a management decision for audit findings pertaining to the Federal award provided to Contractor from Grantee as required by 2 C.F.R. 200.521 Management decision.

Depending upon Grantee's assessment of risk posed by Contractor, the following monitoring tools may be used by Grantee to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- i. Providing subrecipients with training and technical assistance on program-related matters; and
- ii. Performing on-site reviews of Contractor's program operations;
- iii. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. 200.425 Audit services.

Grantee shall verify that Contractor is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements when it is expected that Contractor's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. 200.501 Audit requirements.

Grantee may take enforcement action against noncompliant Contractor as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations.

J. Close-Outs

Contractor shall close-out its use of funds under this Agreement by complying with the closeout procedures in 2 C.F.R. 200.343. Contractor's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Contractor has control over funding provided under this Agreement.

K. Audits & Inspections

All Contractor records with respect to any matters covered by this Agreement shall be made available to Grantee, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by the Contractor. Failure of Contractor to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Contractors that expend \$750,000 or more in total federal assistance (all programs) in a single year must have an audit conducted in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Contractor shall have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 C.F.R. 200 Subpart F – Audit Requirements. Contractor may be required to submit a copy of that audit

to the Grantee in accordance with Office of Management and Budget Super Circular. This may be provided to Grantee by email at shain.carrizal@bmd.hctx.net.

14) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

15) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

16) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

17) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property,

Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

18) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

19) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.
- B) Contractor shall maintain at a minimum:
 - i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse

and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

- iii) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit B, which is attached hereto and incorporated herein by reference.

20) OWNERSHIP OF DOCUMENTS; COPYRIGHT

- A) Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the “Documents”) developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.

- B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

21) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Contractor will retain and make available and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

22) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

23) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

24) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

25) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

26) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Contractor shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

27) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

28) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is fully executed by both Parties.

29) ENTIRE AGREEMENT; MODIFICATIONS

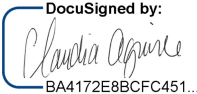
- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

30) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[EXECUTION PAGE FOLLOWS]

BAKERRIPLEY

By  BA4172E8BCFC451...
Name: Claudia Aguirre
Title: President and CEO
Date: 2/9/2021 | 5:45:38 AM PST

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Randy Keenan
Randy Keenan
Assistant County Attorney
C.A. File 21GEN0337

EXHIBIT A
Scope of Services
(follows behind)

EXHIBIT A

SCOPE OF SERVICES

- I. Program Overview: Harris County and BakerRipley (“Program Administrator”) will jointly develop and administer, using funds for the 2021 Emergency Rental Assistance Program (the “Program”) to provide emergency financial assistance to or on behalf of eligible households in Harris County impacted by COVID-19, the disease caused by the novel Coronavirus. The Independent Services, identified in Section IV below, are required to be performed by Program Administrator as part of the Services required under this Agreement.

- II. The Program: The Program will gather applications and supporting documentation from applicants and, based on the following terms, provide financial assistance to qualifying applicants:
 - A. Program Allocation: The Total Grant Fund allocated for the Program is \$26,453,141.00. The Total Grant Fund is also referred to throughout the Agreement as the Program Fund.

 - B. Grant Fund Structure: The Total Grant Fund will be allocated into tiers as follows: (i) \$5,000,000.00 for eligible households involved in active eviction proceedings (the “Eviction Diversion Tier”) and (ii) \$21,453,141.00 for other eligible households (the “Basic Financial Assistance Tier”). Notwithstanding the above, upon notice from Harris County to Program Administrator, the allocation of funds between the two Tiers not currently disbursed may be adjusted from time to time throughout the Term.

 - C. Eligibility Criteria: Awards issued under this Program are issued on a household basis only to or on behalf of eligible households as defined below:
 - (i) The applicant (the individual applying for assistance on behalf of the household) is at least eighteen (18) years old (or an emancipated minor);

 - (ii) The household’s residence (the “Residence”) must be within Harris County;

 - (iii) The household includes at least one (1) individual who is obligated to pay rent on the Residence, which must be a residential dwelling;

 - (iv) One or more individuals within the household has qualified for unemployment benefits or otherwise experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, to which the applicant shall attest in writing;

(iv) One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (a) a past due utility or rent notice or eviction notice, (b) unsafe or unhealthy living conditions, or (c) other evidence of such risk as determined by Program Administrator (subject to any applicable guidance or policy issued by Harris County);

(v) The household has a household income that does not exceed eighty percent (80%) of the HUD Median Family Income (“HAMFI”) limits. For the purposes of this item (v), if at least one (1) individual within the household is currently participating in another social or public benefit program limiting participants to household incomes of no more than eighty percent (80%), such participation will satisfy the requirements herein; and

(vi) The Applicant must certify that, for the month(s) Applicant is seeking financial assistance, the assistance sought by Applicant, including any members of applicant’s household, would not be duplicative of any other Federally funded rental assistance provided to such household.

Though not required for an Applicant’s household to qualify as an eligible household under the Program, in order to receive payment(s) directly from the Program, Landlord or utility providers must register with the Program Administrator (or register with a Companion Administrator also processing applications for the Project, as defined in Section IV below). Landlord Registration will include Landlord’s acceptance of a Landlord Agreement, approved by Harris County. Program Administrator agrees to make reasonable efforts to obtain the cooperation of Landlords and utility providers consistent with requirements imposed by statute and applicable guidance or regulations.

Documentation requirements for items (i) – (vi) above, including procedures regarding the return and correction of incomplete Applications, may be established by the Program Administrator, with Harris County approval, provided the same are drafted and applied in a uniform and non-discriminatory manner. Program Administrator acknowledges that their operation of the Program is a part of a larger Project, as defined in Section IV below, and, accordingly, Program Administrator will include any requirements or modifications to documentation policies in order to maintain consistency within the Project.

D. **Prioritization:** Regarding Applications within the Basic Financial Assistance Tier, Program Administrator agrees to issue awards to or on behalf of eligible households with Applications in its possession satisfying any of the following criteria (a “Prioritized Application”) prior to issuing an award to other eligible households:

(i) Applications evidencing an eligible household with a household income of no more than fifty percent (50%) of the HAMFI limits; or

- (ii) Applications evidencing a situation where at least one (1) individual within the household is unemployed as of the application date and has not been employed for the ninety (90) day period preceding the application date.

Regarding Applications within the Eviction Diversion Tier, Program Administrator agrees to issue awards to or on behalf of eligible households with Applications in its possession satisfying any of the following criteria (also referred to as a “Prioritized Application”) prior to issuing an award to other eligible households:

- (i) Applications evidencing an eligible household with a household income of no more than fifty (50%) of the HAMFI limits; or
- (ii) Applications evidencing a situation where at least one (1) individual within the household is unemployed as of the application date and has not been employed for the ninety (90) day period preceding the application date.

If at any point, for a particular Tier, Program Administrator has no Prioritized Applications in its possession or the only Prioritized Applications in its possession have not yet been processed and approved for payment, Program Administrator may issue awards to other Applications for that Tier until it once again has Prioritized Applications in its possession that have been approved for payment.

Harris County may, from time to time, upon notice to Program Administrator, revise the prioritization criteria provided in this Section II(D), and Program Administrator will revise the prioritization of applications for any future applications in addition to applications in its possession which currently have not received an award.

- E. Issuance of Awards: Subject to Section D above, regarding the priority of certain Applications with each Tier, Applications will, rather than be processed and awarded on a first-in, first-out basis, be chosen at random using a non-discriminatory statistical sampling methodology developed by Program Administrator and approved by Harris County.
- F. Compliance and Monitoring: Program Administrator will gather data and documentation regarding a tenant applicant and Landlord to ensure Program compliance, pursuant to the following:
 - 1. Applications received and final resolution of each Application, including award calculations or reasons for rejection.
 - 2. For each Application receiving an Award, the expenses considered in determining Award amount.
 - 3. Contractor agrees to provide Harris County access to all necessary data and documentation gathered for purposes of monitoring program compliance.

- G. Program Administrator will provide to Harris County reports, on a monthly basis, or more frequently if required by Harris County to meet any Federal Grant Requirements, containing the following data for the Total Grant Fund, with detailed categorization per Precinct Fund:
1. Current and cumulative data on all amounts awarded;
 2. Number of Applications reviewed for each Precinct for the current period;
 3. Number of Applications approved for awards for the current period for each Precinct;
 4. Identifying data for each applicant approved, including the following: Applicant ID, applicant's Primary Residence, and approved Award amount;
 5. Identifying data for any Applications not approved or returned for incompleteness, including the following: Applicant ID, address of Primary Residence, and either rationale for denying Application or elements of Application not complete; and
 6. Awards issued by Precinct (both on a cumulative and current period basis) including the following: Applicant ID, address of Primary Residence, amount of Award issued
- H. Special Reports: In addition to the monthly reports listed above, Program Administrator will also provide the following:
1. Program Administrator will cooperate with Harris County regarding all reasonable requests for addition or customized reports from Harris County, including the gathering and reporting of specific demographic information of applicants.
- I. Internal Guidelines: Program Administrator, with the consent of Harris County may, provided the same are not inconsistent with this Agreement or applicable law, draft and implement guidelines to administer this Program in a uniform, non-discriminatory and efficient manner. Guidelines may include, without limitation, the following: (i) the Application content, format and process and (ii) what supporting documents must be provided by an applicant, obtained by Program Administrator during the Issuance of Awards, or self-certified by individual applicants. Notwithstanding the above, however, Program Administrator may not increase the eligibility requirements of the Program.
- III. Award Calculations: Program Administrator will, subject to Section II(D) above, issue Awards within twenty (20) calendar days following the Program Administrator's receipt of a completed and approved Application.
- A. Eligible Expenses: Awards will be based on the payment of (i) Rent Arrears, (ii) Prospective Rent, (iii) Utility and Home Energy Arrears, and (iv) other housing related expenses incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak as defined by the Secretary of the Treasury.

- B. Award Limitation: Awards for an eligible household, either as a result of a single or multiple Applications, may not be based on a period beyond twelve (12) months or, if and only if necessary to ensure housing stability for a household subject to availability of funds, fifteen (15) months.

Awards for Prospective Rent and/or Prospective Utility and Home Energy Costs (referred to as “Prospective Costs”) may not be issued if an eligible household has Rent and/or Utility and Home Energy Arrears that are not also included in the Award. Prospective Costs may not be included for a single Application, in an Award based on a period in excess of three (3) months. An applicant may, however, submit a future Application(s) that may result in cumulative Awards in excess of three (3) months. Awards will be calculated, on a per household basis, by taking into consideration only eligible expenses for rent and associated expenses (e.g. separately-stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil) that are included as a part of an applicant’s routine arrangements for a single calendar month, as determined by the Program Administrator in a uniform and non-discriminatory manner.

- C. In-Kind Awards: No awards will be issued directly to an applicant, other than Good Faith payments, as defined below. Rather, awards will be paid via check or electronic transfer directly to an applicant’s Landlord or utility provider on behalf of the applicant. However, should a Landlord or utility provider not agree to accept such payment(s) from the Program Administrator, after the Program Administrator has made reasonable efforts in good faith to obtain Landlord’s or utility provider’s consent, such payment may, subject to applicable law, including 8 USC § 1611, be issued to the applicant for the purpose of making the required payment(s).

IV. Independent Services: Program Administrator understands and acknowledges that this Program is a part of a larger project (the “Project”) involving the City of Houston and other service providers (“Companion Administrator(s)”). In order to develop a cohesive and efficient Project, certain services will be assigned to Program Administrator to provide independently, but for the mutual benefit of the entire Project.

A. Software Platform: The software platform through which all online applications for the entire Project will be processed, will be provided by Program Administrator. Such platform will run efficiently at a speed satisfactory to process the Project’s applications and other data processing needs.

B. Intake Process: Program Administrator will design and implement the application process. Such process must include a telephonic/non-internet based process for an applicant to complete an Application. The process, regardless of method, will be as simple and efficient as possible to maximize applicant participation. The Program Administrator agrees to work in good faith with other service providers to ensure Applications are routed to each respective provider based on criteria to be established for the Project as approved by Harris County.

C. Landlord Registration: Program Administrator will also design and implement the Landlord Registration process. Such process will include the timely sharing of data with Companion Administrator(s) in order to efficiently operate the Project.

EXHIBIT B

Contractor's Proof of Insurance

(follows behind)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc PO Box 1749 Spring TX 77383-1749	CONTACT NAME: Stefanie Kimball PHONE (A/C. No. Ext): 281-655-6706 FAX (A/C. No.): 281-655-6707 E-MAIL ADDRESS: stefanie_kimball@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED BakerRipley 4450 Harrisburg Blvd. Suite 200 Houston TX 77011	INSURER A : Texas Mutual Insurance Company NAIC # 22945	
	INSURER B : Philadelphia Indemnity Insurance Company NAIC # 18058	
	INSURER C : RSUI Indemnity Company NAIC # 22314	
	INSURER D : Starr Indemnity & Liability Company NAIC # 38318	
	INSURER E : Ironshore Indemnity Inc. NAIC # 23647	
	INSURER F : RLI Insurance Company NAIC # 13056	

COVERAGES

CERTIFICATE NUMBER: 1408993778

REVISION NUMBER: 01

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	PHPK2194440	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2194440 (AL)	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB742523 NHA091800	10/1/2020 10/1/2020	10/1/2021 10/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 Excess Limit \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0001107047	10/1/2020	10/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E F	Blanket Crime w/Third Party Blanket Crime w/Third Party Blanket Crime w/Third Party			1000621161201 F14NAB3NIW001 BND0102271	10/1/2020 10/1/2020 10/1/2020	10/1/2021 10/1/2021 10/1/2021	Limit \$5,000,000 Limit \$5,000,000 Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 10/1/2020 the following applies: General Liability & Auto - Blanket Additional Insured & Blanket Waiver of Subrogation as required by written contract. Workers Compensation - Blanket Waiver of Subrogation as required by written contract.
 RE: HARRIS COUNTY RENTAL ASSISTANCE PROGRAM

CERTIFICATE HOLDER**CANCELLATION**

Harris County
 P.O. Box 231808
 Houston TX 77223

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ORDER OF COMMISSIONERS COURT
 Authorizing Execution of Agreement and Establishing the 2021
 Emergency Rental Assistance Fund

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except_____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY AND BAKERRIPLEY AND ESTABLISHING THE 2021 EMERGENCY RENTAL ASSISTANCE FUND

Commissioner_____introduced an order and made a motion that the same be adopted. Commissioner_____seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus adopted follows:

IT IS ORDERED that

1. County Judge Lina Hidalgo is, and she is hereby, authorized to execute for and on behalf of Harris County, Texas the Agreement with BakerRipley. The Agreement provides for the administration of the 2021 Emergency Rental Assistance Fund, which is authorized under Section 81.027 of the Texas Local Government Code, and §501 of the Consolidated Appropriations Act (Pub. Law 116-260), for the Harris County Budget Management Department. The total cost to the County under the Agreement is \$28,080,798.00, with \$26,453,141 of the total cost allocated to the 2021 Emergency Rental Assistance Fund and \$1,627,657.00 of the total cost allocated to compensate BakerRipley. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.
2. All Harris County, Texas officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

**AGREEMENT BETWEEN HARRIS COUNTY AND CATHOLIC CHARITIES
OF THE ARCHDIOCESE OF GALVESTON-HOUSTON**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Budget Management Department (the “Department”), and Catholic Charities of the Archdiocese of Galveston-Houston (“Contractor”), a non-profit 501(c)(3) corporation. The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

Pursuant to Section 81.027 of the Texas Local Government Code, a commissioners court may provide for the support of its residents who are unable to support themselves. Additionally, or alternatively, pursuant to §501 of the Consolidated Appropriations Act, 2021 (Pub. Law. 116-260), hereinafter referred to as the “Act”, a grantee of funds shall only use the funds to provide financial assistance to or on behalf of eligible households, as defined within the Act.

Contractor provides disaster recovery services for residents of Harris County and currently is providing services and programs to families directly impacted by the COVID-19 public health emergency.

The County has determined that the Coronavirus Disease 2019 (COVID-19) disaster has created a public emergency that requires immediate action to address the threat to public health and safety and cannot be delayed by formal competitive procurement;

The County has determined that providing financial assistance, as described herein, to aid vulnerable residents of Harris County, Texas at risk of experiencing homelessness or housing instability due to the COVID-19 pandemic, will further the objectives of the County, benefit the County and its residents, and serve the broader purpose of protecting the health, safety, and welfare of Harris County, Texas residents by reducing the number of people facing eviction, and to help the public health in a time when protecting the health of the whole community requires social distancing and the ability for residents to shelter in place, and by assisting individuals who experienced a loss of income caused by the COVID-19 pandemic;

Due to the number of Harris County residents at risk of experiencing homelessness or housing instability, the County has determined that (i) the relief provided for in this Agreement qualifies for the use of funds awarded to the County pursuant to the Act, in furtherance of an Emergency Rental Assistance Program and (ii) the housing situation addressed by this Program is meant to address an emergency or exigent circumstances which justify the County not pursuing traditional competitive procurement for the Services provided hereunder;

The County, through approval and execution of this Agreement, hereby establishes an emergency financial assistance program pursuant to Section 81.027 of the Texas Local Government Code and

§501 of the Consolidated Appropriations Act, 2021 (Pub. Law 116-260), to provide financial assistance to or on behalf of eligible households of Harris County that have been directly impacted by loss of income due to the COVID-19 public health emergency.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to provide the services required hereunder as part of the 2021 Emergency Rental Assistance Program (the “Program”) for the Department, as detailed herein and in the Scope of Services (the “Services”), attached hereto as Exhibit A and incorporated herein by reference. Harris County agrees to provide \$39,679,711.00 (the “Program Fund”) to be disbursed to or on behalf of eligible households through the Program in an amount not to exceed the limits imposed by the Act that, among other criteria, have been financially impacted by the COVID-19 Public Health Disaster, as detailed herein and in the Scope of Services. The Program Fund will be transferred to Contractor in installments, rather than being transferred in a single lump sum. Each installment will be equal to the lesser of (i) the amount necessary to increase the Program Funds in Contractor’s possession back to \$10,000,000 or (ii) the funds remaining in the Program Fund and will be transferred to the Contractor upon request by Contractor.
- B) The Parties agree that providing emergency financial assistance for Harris County residents through participation in the Program serves a public purpose.
- C) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- D) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- E) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas and is current on all state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- F) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt. Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Contractor’s taxes become delinquent

or Contractor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

- G) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- H) Contractor shall verify that each subcontractor it retains to perform Services pursuant to this Agreement is in compliance with Sections E, F and G above. If Contractor uses subcontractors, Contractor shall apply the terms and conditions indicated in this Agreement and the Scope of Services to Subcontract work. Contractor shall at all times be responsible for the performance of its subcontractors. No term or agreement of Contractor's agreement with any Subcontractor shall alter the terms and conditions of this Agreement. Contractor shall remain responsible for the work of its subcontractors.

2) INDEPENDENT PARTIES

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social

Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) TERM

The term shall be for a period beginning upon execution by both Parties and remain in full force and effect until March 31, 2022.

4) CONTRACTOR'S COMPENSATION

- A) Subject to the Limitation of Appropriation, the County agrees to pay Contractor a Fee comprised of: (i) a monthly fee equal to five percent (5%) of the amount disbursed to eligible households each month for a not-to-exceed cumulative maximum amount of \$1,983,986.00 and (ii) an initial payment for development costs in the amount of \$437,500.00 ("Fee"). This Fee is in addition to the Program

Fund and incorporates all charges such as labor, equipment, material, delivery and any other costs incurred.

- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.

5) TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor a sworn invoice for services rendered each month to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. Each invoice shall be in a form acceptable to the County Auditor and shall include such detail of the services as may be requested by the County Auditor for verification purposes.
- B) After receipt of an invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.
- C) County shall, subject to the other requirements of this Agreement, transfer the initial installment of the Program Fund in the amount of \$10,000,000.00 to Contractor within ten (10) business days after the date Contractor begins accepting applications for the Program. County shall promptly provide a Purchase Order issued by the Harris County Purchasing Agent to authorize Contractor to begin to perform Services.
- D) Upon completion of the Term or in the event of early termination of this Agreement, Contractor shall provide the County with a final, comprehensive report regarding the Program Fund disbursed to qualified applicants, submitted within ninety (90) days of distribution of all grants to qualified applicants.
- E) In the event that the full Program Fund of \$39,679,711.00 is not disbursed to applicants, Contractor's Fee shall be calculated and paid based on the actual amount of the Program Fund disbursed to applicants. Contractor shall also return any unexpended Program Fund.

Additionally, Contractor acknowledges that, as of September 30, 2021, Program Funds may be recaptured by the Secretary of the Treasury, and, in such event, the Program Fund, the Fee, and other allocations in this Agreement may be subject to

such recapture. Accordingly, Contractor agrees to use its best efforts to award at least 65% of the Program Fund to eligible households prior to August 31, 2021.

- F) In the event that the Agreement is terminated early by the County, Contractor shall provide the County with a final invoice of any unpaid amounts for Services by the Contractor prior to termination or as soon as practicable thereafter. In no event shall total payments to Contractor exceed Contractor's Compensation as contained in Article 4(A).
- G) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of \$2,421,486.00. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum.
- B) Contractor understands and agrees that this Agreement is contingent upon the availability of third-party funds, including but not limited to federal funds awarded to the State or County ("Act Funds") for the term of the Agreement. It is expressly understood and agreed that the County has no County funds available with which to pay its obligations hereunder except funds allocated and received by the County under the Act. The County shall not be liable under any circumstances or any interpretations hereof for any costs under this Agreement until the Act Funds are certified and available for this Agreement by the County Auditor as evidenced by the issuance of a purchase order by the Harris County Purchasing Agent. It shall be the obligation of Contractor to assure itself that sufficient funds have been allocated to pay for the Services to be provided. Should Contractor receive any Act Funds from the County for costs that are determined to be ineligible for payment with Act Funds, Contractor shall refund to the County any and all such amounts that have been paid by the County.
- C) Contractor understands and agrees that the payment obligations created by this Agreement are conditioned upon the availability of third-party funds and appropriated for the payment of such obligations under the Act. In the event these Act Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Act Funds. It is expressly understood and agreed that the County has available the total maximum sum of funds certified available by the County Auditor through the issuance of the

purchase order for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. In the event the Act Funds are reduced, and the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, the Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County's obligation to make any payments under the Agreement using Act Funds is limited to the amount of Act Funds received. Contractor agrees that it will not be entitled to any damages or remedies of any kind including, but not limited to, liquidated or incidental damages, late fees, penalties, and finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement. Contractor shall provide the products, services and deliverables during the term of the agreement.

- D) Contractor understands and agrees that Act Funds awarded to the County are the exclusive funding of the Agreement. In order to be eligible for payments under the Act, Contractor agrees to comply with all of the applicable terms and requirements of the Act as supplied by the County. Contractor further agrees to reimburse the County, within thirty (30) days after written notice, for any Act Funds received from the County under the Agreement for which the County is denied reimbursement under the Act or which are otherwise determined to be ineligible for reimbursement under the Act. Federal Regulations require that Contractor pay all suppliers and subcontractors performing services under this Agreement within thirty (30) days of receipt of payment from the County.
- E) Contractor understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, Contractor knows that the funds available will not cover the cost of the Services, Contractor shall notify the County immediately.
- F) Subject at all times to the availability of Act Funds and the County's right to withhold payment of any questionable charges, the County shall pay each undisputed invoice in accordance with Texas state law.

7) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not

the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) TERMINATION

- A) County's Termination for Convenience. The County may, by written notice to Contractor, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Contractor of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the County, the County shall compensate Contractor for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Contractor shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Contractor prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

- B) County's Termination for Cause. If Contractor fails to perform pursuant to the terms of this contract, the County shall provide written notice to Contractor specifying the default and providing two weeks for Contractor to cure such default ("Notice of Default"). If Contractor does not cure such default within the time required by the County, the County may terminate this contract for cause. If Contractor fails to cure a default as set forth above, the County may, by written notice to Contractor, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Contractor shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of the County's corrective action, including reasonable overhead, and attorneys' fees.
- C) Contractor's Termination. Contractor may terminate this Agreement for cause or convenience by providing sixty (60) days' notice in writing to the County. The County shall compensate Contractor for work or materials fully and adequately provided through the effective date of termination. Contractor shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Contractor prior to the effective date of termination.
- D) Reimbursement; Damages. The County shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Contractor's performance of the work.
- E) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Contractor shall promptly discontinue the work unless the Notice directs to the contrary. Contractor shall deliver to the County and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Contractor acknowledges the County's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the County's termination of this contract. The County shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If County terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be

converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

- F) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure* Event”), the Party who has been so affected agrees to give notice to the other Party immediately and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- G) Copies of all completed or partially completed information, programs, inventions, software (including source code), firmware, designs, documentation or data (the “Documents”) developed, created or invented under this Agreement shall be delivered to the County when this Agreement is terminated or completed.
- H) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: Catholic Charities of the Archdiocese of Galveston-
Houston
2900 Louisiana
Houston, Texas 77006
Attn: Cynthia Colbert
Email: ccolbert@catholiccharities.org

Catholic Charities of the Archdiocese of Galveston-
Houston
2900 Louisiana
Houston, Texas 77006
Attn: Bart Ferrell
Email: bferrell@catholiccharities.org

To the County: Harris County
1001 Preston, Suite 900
Houston, Texas 77002
Attn.: County Judge

Copy To: Harris County Budget Management Department
1001 Preston St, Suite 500
Houston, Texas 77002
Attn.: Shain Carrizal
Email: Shain.Carrizal@bmd.hctx.net

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

10) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION;

INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITY, EXPENSE, JUDGMENT, SUIT, CAUSE OF ACTION, OR DEMAND FOR PERSONAL INJURY, DEATH, OR DIRECT DAMAGE TO TANGIBLE PROPERTY WHICH MAY ACCRUE AGAINST THE COUNTY TO THE EXTENT IT IS CAUSED BY THE NEGLIGENCE OF CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, WHILE PERFORMING SERVICES UNDER THIS AGREEMENT. COUNTY WILL GIVE CONTRACTOR PROMPT, WRITTEN NOTICE OF ANY SUCH CLAIM OR SUIT. COUNTY SHALL COOPERATE WITH CONTRACTOR IN ITS DEFENSE OR SETTLEMENT OF SUCH CLAIM OR SUIT.

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND ALL THIRD PARTY CLAIMS, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION ATTORNEY'S FEES) FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO OR DESTRUCTION OF ANY THIRD PARTY PROPERTY RESULTING DIRECTLY FROM ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR AND ANY SUBCONTRACTOR OR ANYONE EMPLOYED BY OR AFFILIATED WITH ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM "THIRD PARTY" SHALL INCLUDE CONTRACTOR'S OFFICERS, AGENTS, SUBCONTRACTORS, AND EMPLOYEES.

CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY MAY SUFFER DIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE CONTRACTOR, IN WHICH THE COUNTY MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE AGREEMENT AND/OR CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT.

IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, CONTRACTOR SHALL MAKE EVERY EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

11) FIDELITY BOND

- A) Fidelity Bond. Contractor shall provide and maintain a Fidelity Bond, with a penal sum equal to \$10,000,000.00, for the entire term of the Agreement. If Contractor fails to furnish the required Fidelity Bond within ten (10) Calendar Days after execution of the Agreement, County may terminate the Agreement at no further cost to County.

The Fidelity Bond is solely for the protection of the County from theft or dishonesty from Contractor's employees as it relates to the administration of the Program Fund by Contractor in accordance with this Agreement.

If, at any time during any covered period, the Surety fails to meet the statutory requirements of a Surety in the State of Texas, Contractor shall immediately and without County's request, replace the bonds with a Surety that complies with the requirements above.

12) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.
- B) Contractor agrees to keep confidential the contents of all its discussions with County officials. Contractor agrees to keep confidential the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential

information unless the County, in writing, authorizes Contractor to release specific information to any third parties.

- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- G) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- H) Contractor shall not enter into any subcontract, contract agreement, purchase order or other arrangement ("Arrangement") for the furnishing of any portion of the materials, Services or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Contractor, unless such Arrangement approval has been requested by County, after full disclosure in writing by Contractor to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entities" means business concerns or

individuals if, directly or indirectly –

- i) Either one controls or can control the other party or
- ii) A third-party controls or can control both

Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.

I) NO FEDERAL EXCLUSION

- i) Contractor warrants that neither Contractor nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- ii) Contractor agrees to report immediately to the County if Contractor becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
- iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor’s

business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- J) County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- K) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- L) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.
- M) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- N) Anti-Boycott. In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor warrants and represents that it does not boycott Israel and agrees that it will not boycott Israel during the term of this contract.
- O) Compliance with Federal Requirements.

Contractor acknowledges that Fund payments made by Harris County (“Grantee”) to Contractor are not considered to be grants but are “other financial assistance” under 2 C.F.R. 200.40. This Agreement requires compliance with certain provisions of Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

During the performance of this Contractor Agreement, the Contractor shall comply with all applicable federal laws and regulations, including but not limited to the provisions in this Agreement and the required federal provisions. Violations of law will be referred to the proper authority in the applicable jurisdiction.

Contracts awarded by Contractor under this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. With respect to any conflict between such federal requirements and the terms of the contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control. The Contractor must comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives. The Contractor shall comply with all federal requirements including, but not limited to, the following:

- i. Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. 7501-7507).
- ii. Contractors are subject to a single audit or program specific audit pursuant to 2 C.F.R. 200.501(a) when Contractor spends \$750,000 or more in federal awards during their fiscal year.
- iii. Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls.
- iv. Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding subrecipient monitoring and management.
- v. Fund payments are subject to Subpart F regarding audit requirements.
- vi. NOTE: The CRF is not subject to the regulations pursuant to 2 C.F.R. 200.318-326.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. 200.303, 2 C.F.R. 200.330-332, 2 C.F.R. 200.501(a), and 2 C.F.R. Part 200 Subpart F.

With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

P) No Obligation by Federal Government

The Federal government, Department of Treasury, and any other federal agency or pass-through entity providing financial assistance to a recipient are not a party to any transaction between the recipient and or its contractor. The Federal government or any other federal agency or pass-through entity providing financial assistance are not subject to any obligations or liable to any party for any matter relating to a contract.

Q) Compliance with Federal Law, Regulations, and Executive Orders

Contractor and subcontractors are required to comply with all Federal laws, regulations, executive orders, applicable Federal agency policies, procedures and directives.

R) Program Fraud & False or Fraudulent Statements or Related Acts

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

13) ADMINISTRATIVE REQUIREMENTS

A) Financial Management

The Contractor agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Contractor's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards.

B) Duplication of Benefits; Subrogation

Contractor shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). The Contractor shall

carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

If the Contractor receives duplicate benefits from another source for projects related to this disaster, the Contractor must refund the benefits provided by the Grantee to the Grantee. The Grantee may also recover the amount to be repaid, or any part thereof, by deductions from any Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding which were to be paid to Contractor.

Under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any entity that has received or is entitled to receive federal disaster assistance is liable to the United States for the repayment of such assistance to the extent that such assistance duplicates benefits available for the same purpose from another source, including insurance and other federal programs.

C) Documentation & Recordkeeping

As required by 2 C.F.R. 200.331(a)(5), Harris County or any of its authorized representatives shall have the right of access to any records, documents, financial statements, papers, or other records of the Contractor which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period but lasts as long as the records are retained.

All recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

Recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement to show compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of submission of the final expenditure report. Recipients, subrecipients, successors, transferees, assignees, contractors, and subcontractors must give Harris County, or any of its authorized representatives access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by applicable regulations and other applicable laws or program guidance.

D) Record Retention

Contractor shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other Contractor

records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of six (6) years from the date of submission of the final expenditure report.

Contractor, as of thirty (30) days after the completion of the program, will transfer all reports, records, and documentation to Harris County.

E) Internal Controls

Contractor must comply with 2 C.F.R. 200.303 and establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Contractor is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

F) Personally Identifiable Information

Contractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information the Grantee designates as sensitive or the Contractor considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G) Client Data

Contractor shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

H) Disclosure

Contractor understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of Grantee's or Contractor's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

I) Monitoring & Compliance

Grantee shall monitor the activities of Contractor as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the

terms and conditions of the subaward; and that subaward performance goals are achieved. Monitoring of Contractor shall include:

- i. Reviewing financial and performance reports required as required by Grantee.
- ii. Following-up and ensuring that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Contractor from Grantee detected through audits, on-site reviews, and other means.
- iii. Issuing a management decision for audit findings pertaining to the Federal award provided to Contractor from Grantee as required by 2 C.F.R. 200.521 Management decision.

Depending upon Grantee's assessment of risk posed by Contractor, the following monitoring tools may be used by Grantee to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- i. Providing subrecipients with training and technical assistance on program-related matters; and
- ii. Performing on-site reviews of Contractor's program operations;
- iii. Arranging for agreed-upon-procedures engagements as described in 2 C.F.R. 200.425 Audit services.

Grantee shall verify that Contractor is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements when it is expected that Contractor's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. 200.501 Audit requirements.

Grantee may take enforcement action against noncompliant Contractor as described in 2 C.F.R. 200.338 Remedies for noncompliance of this part and in program regulations.

J. Close-Outs

Contractor shall close-out its use of funds under this Agreement by complying with the closeout procedures in 2 C.F.R. 200.343. Contractor's obligation to Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Contractor has control over funding provided under this Agreement.

K. Audits & Inspections

All Contractor records with respect to any matters covered by this Agreement shall be made available to Grantee, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Contractor within 30 days after receipt by the Contractor. Failure of Contractor to comply with the

audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Contractors that expend \$750,000 or more in total federal assistance (all programs) in a single year must have an audit conducted in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Contractor shall have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 C.F.R. 200 Subpart F – Audit Requirements. Contractor may be required to submit a copy of that audit to the Grantee in accordance with Office of Management and Budget Super Circular. This may be provided to Grantee by email at shain.carrizal@bmd.hctx.net.

14) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County.

15) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

16) TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Contractor upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Contractor nor obligated to reimburse Contractor for any taxes, charges, or fees assessed against Contractor for the supplies provided or any Services rendered.

17) PROHIBITION ON LIENS

In accordance with Texas Property Code §43.002, Contractor, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Contractor shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

18) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

19) INSURANCE REQUIREMENTS

- A) The Contractor shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.
 - i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
 - ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
 - iii) The County reserves the right to require additional insurance as it deems it necessary.

B) Contractor shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

- iii) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iv) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- v) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit B, which is attached hereto and incorporated herein by reference.

20) OWNERSHIP OF DOCUMENTS; COPYRIGHT

- A) Contractor agrees that for the purposes of assigning copyright ownership, any and all completed or partially completed data, information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation (the "Documents") developed pursuant to the Services performed under this Agreement, shall be the sole property of the County.
- B) Contractor represents that it has the right to assign and hereby assigns to the County all rights, title, copyright ownership and interest in any completed or partially completed data (including source codes), information, reports, programs, inventions, software, firmware, designs, preliminary layouts, record drawings, digital files, photographs, sketches, and all other electronic or hardcopy documents or documentation to be developed or has already been developed, created or invented pursuant to this Agreement or any other agreements that Contractor may currently have or had in the past, with the County.
- C) Within seven (7) days after its development, creation, or invention, Contractor agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Contractor may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County. Contractor is expressly prohibited from selling, donating, licensing or otherwise marketing, or divulging to third parties, any Document, or using such Documents in the preparation of other work for any other client, without the express written permission of the County.

21) **AUDIT RIGHTS**

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement.
- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Contractor will retain and make available and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

22) **WAIVER OF BREACH**

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

23) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

24) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

25) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

26) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Contractor shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

27) NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Contractor for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

28) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is fully executed by both Parties.

29) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

30) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

[EXECUTION PAGE FOLLOWS]

CATHOLIC CHARITIES OF THE
ARCHDIOCESE OF GALVESTON-
HOUSTON

By Cynthia Colbert
Name: Cynthia Colbert
Title: President/CEO
Date: February 9, 2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Randy Keenan
Randy Keenan
Assistant County Attorney
C.A. File 21GEN0338

EXHIBIT A
Scope of Services
(follows behind)

EXHIBIT A

SCOPE OF SERVICES

- I. **Program Overview:** Harris County and Catholic Charities of the Archdiocese of Galveston-Houston (“Program Administrator”) will jointly develop and administer, using funds from the 2021 Emergency Rental Assistance Program (the “Program”) to provide emergency financial assistance to or on behalf of eligible households in Harris County impacted by COVID-19, the disease caused by the novel Coronavirus. The Independent Services, identified in Section IV below, are required to be performed by Program Administrator as part of the Services required under this Agreement.

- II. **The Program:** The Program will collect and screen applications and supporting documentation from applicants and, based on the following terms, provide financial assistance to qualifying applicants:
 - A. **Program Allocation:** The Total Grant Fund allocated for the Program is \$39,679,711.00. The Total Grant Fund is also referred to throughout the Agreement as the Program Fund.

 - B. **Grant Fund Structure:** The Total Grant Fund will be allocated into tiers as follows: (i) \$5,000,000.00 for eligible households involved in active eviction proceedings (the “Eviction Diversion Tier”) and (ii) \$34,679,711.00 for other eligible households (the “Basic Financial Assistance Tier”). Notwithstanding the above, upon notice from Harris County to Program Administrator, the allocation of funds between the two Tiers not currently disbursed may be adjusted from time to time throughout the Term.

 - C. **Eligibility Criteria:** Awards issued under this Program are issued on a household basis only to or on behalf of eligible households as defined below:
 - (i) The applicant (the individual applying for assistance on behalf of the household) is at least eighteen (18) years old (or an emancipated minor);

 - (ii) The household’s residence (the “Residence”) must be within Harris County;

 - (iii) The household includes at least one (1) individual who is obligated to pay rent on the Residence, which must be a residential dwelling;

 - (iv) One or more individuals within the household has qualified for unemployment benefits or otherwise experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak, to which the applicant shall attest in writing;

(iv) One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability, which may include (a) a past due utility or rent notice or eviction notice, (b) unsafe or unhealthy living conditions, or (c) other evidence of such risk as determined by Program Administrator (subject to any applicable guidance or policy issued by Harris County);

(v) The household has a household income that does not exceed eighty percent (80%) of the HUD Median Family Income (“HAMFI”) limits. For the purposes of this item (v), if at least one (1) individual within the household is currently participating in another social or public benefit program limiting participants to household incomes of no more than eighty percent (80%), such participation will satisfy the requirements herein; and

(vi) The Applicant must certify that, for the month(s) Applicant is seeking financial assistance, the assistance sought by Applicant, including any members of applicant’s household, would not be duplicative of any other Federally funded rental assistance provided to such household.

Though not required for an Applicant’s household to qualify as an eligible household under the Program, in order to receive payment(s) directly from the Program, Landlord or utility providers must register with the Program Administrator (or register with a Companion Administrator also processing applications for the Project, as defined in Section IV below). Landlord Registration will include Landlord’s acceptance of a Landlord Agreement, approved by Harris County. Program Administrator agrees to make reasonable efforts to obtain the cooperation of Landlords and utility providers consistent with requirements imposed by statute and applicable guidance or regulations.

Documentation requirements for items (i) – (vi) above, including procedures regarding the return and correction of incomplete Applications, may be established by the Program Administrator, with Harris County approval, provided the same are drafted and applied in a uniform and non-discriminatory manner. Program Administrator acknowledges that their operation of the Program is a part of a larger Project, as defined in Section IV below, and, accordingly, Program Administrator will include any requirements or modifications to documentation policies in order to maintain consistency within the Project.

D. **Prioritization:** Regarding Applications within the Basic Financial Assistance Tier, Program Administrator agrees to issue awards to or on behalf of eligible households with Applications in its possession satisfying any of the following criteria (a “Prioritized Application”) prior to issuing an award to other eligible households:

(i) Applications evidencing an eligible household with a household income of no more than fifty percent (50%) of the HAMFI limits; or

- (ii) Applications evidencing a situation where at least one (1) individual within the household is unemployed as of the application date and has not been employed for the ninety (90) day period preceding the application date.

Regarding Applications within the Eviction Diversion Tier, Program Administrator agrees to issue awards to or on behalf of eligible households with Applications in its possession satisfying any of the following criteria (also referred to as a "Prioritized Application") prior to issuing an award to other eligible households:

- (i) Applications evidencing an eligible household with a household income of no more than fifty (50%) of the HAMFI limits; or
- (ii) Applications evidencing a situation where at least one (1) individual within the household is unemployed as of the application date and has not been employed for the ninety (90) day period preceding the application date.

If at any point, for a particular Tier, Program Administrator has no Prioritized Applications in its possession or the only Prioritized Applications in its possession have not yet been processed and approved for payment, Program Administrator may issue awards to other Applications for that Tier until it once again has Prioritized Applications in its possession that have been approved for payment.

Harris County may, from time to time, upon notice to Program Administrator, revise the prioritization criteria provided in this Section II(D), and Program Administrator will revise the prioritization of applications for any future applications in addition to applications in its possession which currently have not received an award.

- E. Issuance of Awards: Subject to Section D above, regarding the priority of certain Applications with each Tier, Applications will, rather than be processed and awarded on a first-in, first-out basis, be chosen at random using a non-discriminatory statistical sampling methodology developed by Companion Administrator(s) and approved by Harris County.
- F. Compliance and Monitoring: Based on information available to Program Administrator, the Program Administrator will review data and documentation regarding a tenant applicant and any corresponding landlord to monitor Program Administrator's compliance with the Program requirements, pursuant to the following general parameters:
 - 1. Applications received and final resolution of each Application, including award calculations or reasons for rejection.
 - 2. For each Application receiving an Award, the expenses considered in determining award amount.

3. Contractor agrees to provide Harris County access to all data and documentation gathered by Contractor for purposes of monitoring Program compliance.
- G. Based on information available to the Program Administrator, Program Administrator will provide to Harris County reports, on a monthly basis, or more frequently if required by Harris County to meet any Federal Grant Requirements, containing the following data for the Total Grant Fund, with detailed categorization per Precinct Fund:
1. Current and cumulative data on all amounts awarded;
 2. Number of Applications reviewed for each Precinct for the current period;
 3. Number of Applications approved for awards for the current period for each Precinct;
 4. Identifying data for each applicant approved, including the following: Applicant ID, applicant's Primary Residence, and approved Award amount;
 5. Identifying data for any Applications not approved or returned for incompleteness, including the following: Applicant ID, address of Primary Residence, and either rationale for denying Application or elements of Application not complete; and
 6. Awards issued by Precinct (both on a cumulative and current period basis) including the following: Applicant ID, address of Primary Residence, amount of award issued
- H. Special Reports: In addition to the monthly reports listed above, Program Administrator will also provide the following:
1. Program Administrator will cooperate with Harris County regarding all reasonable requests for addition or customized reports from Harris County, including the gathering and reporting of specific demographic information of applicants.
- I. Internal Guidelines: Program Administrator, with the consent of Harris County may, provided the same are not inconsistent with this Agreement or applicable law, draft and implement guidelines to administer this Program in a uniform, non-discriminatory and efficient manner. Guidelines may include, without limitation, the following: (i) the Application content, format and process and (ii) what supporting documents must be provided by an applicant, obtained by Program Administrator during the issuance of awards, or self-certified by individual applicants. Notwithstanding the above, however, Program Administrator may not increase the eligibility requirements of the Program.
- III. Award Calculations: Program Administrator will, subject to Section II(D) above, issue Awards within twenty (20) calendar days following the Program Administrator's receipt of a completed and approved application.

- A. **Eligible Expenses:** Awards will be based on the payment of (i) Rent Arrears, (ii) Prospective Rent, (iii) Utility and Home Energy Arrears, and (iv) other housing related expenses incurred due, directly or indirectly, to the novel coronavirus disease (COVID-19) outbreak as defined by the Secretary of the Treasury.
- B. **Award Limitation:** Awards for an eligible household, either as a result of a single or multiple Applications, may not be based on a period beyond twelve (12) months or, if and only if necessary to ensure housing stability for a household subject to availability of funds, fifteen (15) months.

Awards for Prospective Rent and/or Prospective Utility and Home Energy Costs (referred to as "Prospective Costs") may not be issued if an eligible household has Rent and/or Utility and Home Energy Arrears that are not also included in the Award. Prospective Costs may not be included for a single Application, in an Award based on a period in excess of three (3) months. An applicant may, however, submit a future Application(s) that may result in cumulative Awards in excess of three (3) months. Awards will be calculated, on a per household basis, by taking into consideration only eligible expenses for rent and associated expenses (e.g. separately-stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil) that are included as a part of an applicant's routine arrangements for a single calendar month, as determined by the Program Administrator in a uniform and non-discriminatory manner.

- C. **In-Kind Awards:** No awards will be issued directly to an applicant, other than Good Faith payments, as defined below. Rather, awards will be paid via check or electronic transfer directly to an applicant's Landlord or utility provider on behalf of the applicant. However, should a Landlord or utility provider not agree to accept such payment(s) from the Program Administrator, after the Program Administrator has made reasonable efforts in good faith to obtain Landlord's or utility provider's consent, such payment may, subject to applicable law, including 8 USC § 1611, be issued to the applicant for the purpose of making the required payment(s).

IV. **Independent Services:** Program Administrator understands and acknowledges that this Program is a part of a larger project (the "Project") involving the City of Houston and other service providers ("Companion Administrator(s)"). In order to develop a cohesive and efficient Project, certain services will be assigned to Program Administrator to provide independently, but for the mutual benefit of the entire Project. Program Administrator is committed to the success of the Program; however, Program Administrator is responsible only for its own performance and compliance and is not responsible for the performance or compliance of the Companion Administrator(s).

- A. **Marketing / Communications:** Program Administrator will lead the marketing and external communications aspect of the Project in collaboration with the County, City of Houston and other Companion Administrator(s). Such leadership will be designed to effectively promote participation in the Project throughout Harris County and build positive awareness of the Project and will include messaging design and media relations.

B. Contact/Call Center: Program Administrator will operate and manage a central contact/call center for applicant and general public inquiries. Program Administrator will provide the contact/call center with appropriate workforce management, staffing, training and technology to address inquiries in a timely manner.

C. Application Processor Training: Program Administrator will develop training materials for use by its staff and the staff of all Companion Administrator(s) and other participating entities supporting the Project. Training materials will be designed to assist with application processing and/or applicant support, as appropriate.

D. Customer Support: Program Administrator will develop, manage and operate an escalated complaint process through which inquiries from government officials, media contacts and/or other external sources may be addressed.

EXHIBIT B

Contractor's Proof of Insurance

(follows behind)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miellette & Britt Insurance Agency, LLC 1111 North Loop West, #400 Houston TX 77008	CONTACT NAME: Staci Dufresne	
	PHONE (A/C. No. Ext): 713-880-7100	FAX (A/C. No.): 713-880-7166
E-MAIL ADDRESS: sdufresne@bmbinc.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Texas Mutual Insurance Company		22945
INSURER B : Alliance of Nonprofits for Insurance,		10023
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1421434179 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	202955934	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	202055934	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		202055934	10/1/2020	10/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001271680	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

General Liability:

Blanket additional insured Ongoing Operations per form #CG 20 10 04 13
 Blanket additional insured Completed Operations per form #CG 20 37 04 13
 Blanket waiver of subrogation per form #ANIRRG26 04/17
 See Attached...

CERTIFICATE HOLDER

Harris County
 Harris County Budget Management Department
 1001 Preston, Suite 911
 Houston TX 77002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt		NAMED INSURED Catholic Charities of the Archdiocese Galveston-Houston 2900 Louisiana St. Houston TX 77006-3435	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket primary/non-contributory per form #ANIRRG61 02/19

Automobile:

Blanket additional insured per form #ANIE009 10/18
 Blanket waiver of subrogation per form #CA 04 44 10/13
 Blanket primary/non-contributory per form #ANIE009 10/18

Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B

Umbrella:

Blanket additional insured per form #UMB100 08 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in **c.** below; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:
Any person with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section II A. 1. Who Is An Insured is amended to include as an additional insured, any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy but only for liability caused by your acts or omissions or the acts or omissions of those acting on your behalf and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of persons or entities named as insureds under this policy, in no event shall our limits of liability exceed the occurrence or aggregate limits as applicable by this policy's definition or endorsement.

Such insurance as is afforded by this endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess and non-contributing with the insurance afforded by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Catholic Charities of the Archdiocese Galveston-Houston

Endorsement Effective Date: 10/01/2019

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have a written contract currently in effect or becoming effective during the term of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



A Head for Insurance. A Heart for Nonprofits.

COMMERCIAL UMBRELLA POLICY

THIS POLICY PROVIDES COVERAGE ON A CLAIMS-MADE BASIS IF THE UNDERLYING INSURANCE PROVIDES CLAIMS-MADE COVERAGE. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, IT APPLIES ONLY TO CLAIMS MADE AGAINST AN INSURED AND REPORTED TO US DURING THIS POLICY'S PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY. IF COVERAGE WITHIN THIS POLICY IS PROVIDED ON A CLAIMS-MADE BASIS, THIS COVERAGE APPLIES ONLY TO DAMAGES ARISING FROM AN ACT, ERROR OR OMISSION COMMITTED ON OR AFTER THE RETROACTIVE DATE SHOWN IN THE DECLARATIONS OF THE UNDERLYING CLAIMS-MADE POLICY(S) BUT PRIOR TO THE END OF THIS POLICY'S PERIOD, NOT INCLUDING AN EXTENDED REPORTING PERIOD. PLEASE READ THIS POLICY CAREFULLY TO DETERMINE YOUR RIGHTS AND OBLIGATIONS.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company issuing this policy.

Other words and phrases that appear in quotation marks have special meanings found in Section 6 - DEFINITIONS.

SECTION 1. INSURING AGREEMENT

A. Excess Liability Insurance (Following Form)

We will pay on behalf of an insured those sums in excess of the amount payable under the terms of any "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" that an insured becomes legally obligated to pay as damages to which this insurance applies. This Excess Liability Insurance is excess insurance and follows the "Underlying Insurance" except as otherwise stated in this policy. This Excess Liability Insurance is subject to the same terms, conditions, warranties, agreements, exclusions, endorsements and definitions contained in the "Underlying Insurance" except as otherwise provided in this policy; provided, however, in no event will this insurance apply unless the "Underlying Insurance" applies or would apply but for the exhaustion of the applicable Limit of Liability in the "Underlying Insurance."

B. Extended Reporting

1. Extended Reporting Periods

If the "Underlying Insurance" provides coverage on a claims-made basis and this policy provides coverage on a claims-made basis, then we will provide an Automatic Extended Reporting Period as described in subparagraph 2 below and, if you purchase it,

an Optional Extended Reporting Period as described in subparagraph 3 below, IF,

- a. this insurance is cancelled or not renewed for any reason other than non-payment of premium; or
- b. we renew or replace this insurance with other insurance that:
 - (1) has a Retroactive Date later than the Retroactive Date shown in the Declarations of this policy; or
 - (2) does NOT apply to damage on a claims-made basis.

If the "Underlying Insurance" does not provide an Extended Reporting Period then we will not offer and will not provide an Extended Reporting Period.

2. Automatic Extended Reporting Period

If the "Underlying Insurance" provides coverage on a claims-made basis then an Automatic Extended Reporting Period, equal in length to the Automatic Extended Reporting Period provided in the applicable "Underlying Insurance," is automatically provided, except when this insurance is cancelled or not renewed because of non-payment of premium. The Automatic Extended Reporting Period does NOT apply to a claim that is covered under any subsequent insurance you purchase, or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.

3. Optional Extended Reporting Period
 - a. If the "Underlying Insurance" provides coverage on a claims-made basis then an Optional Extended Reporting Period is available only by an endorsement and for an additional charge. The Optional Extended Reporting Period starts at the end of this policy, either by cancellation or expiration, and will be equal in length to the Optional Extended Reporting Period you purchase as to the applicable "Underlying Insurance." A "claim" first made during this Optional Extended Reporting Period will be deemed to have been made during the policy period of this policy, and will be subject to the Limits of Liability set forth in SECTION 2 - LIMITS OF LIABILITY.
 - b. The Named Insured listed in the Declarations to this policy must give us a written request for the Optional Extended Reporting Period, together with payment of the appropriate premium, within 30 days after the cancellation or non-renewal of this policy. This additional premium shall be fully earned at the inception of the Optional Extended Reporting Period.
 - c. We will determine the additional premium for the Optional Extended Reporting Period in accordance with our rates.
 - d. The Optional Extended Reporting Period is excess over any other insurance available under a policy or policies in force after the Optional Extended Reporting Period starts.
4. How Optional Extended Reporting Period Applies
 - a. The Optional Extended Reporting Period applies only to damages arising from acts, errors or omissions committed before the end of this policy period, but not before the Retroactive Date shown in the Declarations, and not including an Extended Reporting Period. The Optional Extended Reporting Period does NOT:
 - i. extend this policy's period or change the scope of coverage provided;
 - ii. reinstate or increase the Limits of Liability applicable to any "claim" or "suit" to which this insurance applies.
5. Notification of us of a Claim or Suit

Notification of a "claim" or "suit" must be in accordance with Duties In The Event Of A Claim Or Suit as stated in Provision F.2. of SECTION 5 - CONDITIONS of this policy. Any insured's failure to comply with the Duties In The Event Of A Claim Or Suit as stated in SECTION 5 - CONDITIONS of this policy will void the Optional Extended Reporting Period coverage under this policy, and we will promptly refund any additional premium you paid for the Optional Extended Reporting Period .

SECTION 2. LIMITS OF LIABILITY

- A. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 1. persons and organizations who are insureds under this policy;
 2. coverages provided under this policy;
 3. "claims" made and/or "suits" brought against any or all insureds; or
 4. persons or organizations making a "claim" or bringing a "suit".
- B. The Products Completed Operations Aggregate as stated in Item 4.b. of the policy Declarations is the most we will pay for all damages to which this policy applies because of injury and damages included in the products-completed operations hazard.
- C. The Directors and Officers Liability Aggregate as stated in Item 4.d. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Directors and Officers Liability.
- D. The Improper Sexual Conduct and Physical Abuse Aggregate as stated in Item 4.e. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Improper Sexual Conduct and Physical Abuse Liability.
- E. The Social Service Professional Liability Aggregate as stated in Item 4.f. of the Declarations to this policy is the most we will pay for all damages to which this policy applies for Social Service Professional Liability.

- F. The General Aggregate as stated in Item 4.c. of the Declarations to this policy is the most we will pay for all damages to which this policy applies.
- G. If the Limit of Liability of the "Scheduled Underlying Policy" as stated in the "Schedule of Underlying Insurance" has been exhausted by payments made on behalf of any insured by the "Underlying Insurer," this policy shall apply in the same manner as the applicable "Underlying Insurance," subject to all the terms and conditions of such "Underlying Insurance" and the terms and conditions of this policy. If the Limit of Liability of the "Underlying Insurance" as stated in the "Schedule of Underlying Insurance" has been reduced by payments made on behalf of any insured by the "Underlying Insurer," this policy will drop down to become immediately excess of the reduced limit of the "underlying Insurance."
- H. The Limits of Insurance of the "Scheduled Underlying Policy" will be reduced or exhausted only by payments made on behalf of an insured for injury or damage to which this insurance would apply, but for the amount of such injury or damage.
- I. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations to this policy, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance. Any Extended Reporting Period will not increase the applicable Limit of Insurance.

SECTION 3. DEFENSE PROVISIONS

- A. We will have the same defense obligations under this policy as are in the applicable "Underlying Insurance" when the applicable Limits of Liability of the "Underlying Insurance," plus the applicable limits of any other applicable insurance, have been exhausted by payments made on behalf of an insured.
 - 1. If the "Underlying Insurance" includes payments of "defense expenses" as part of its Limits of Liability, then when excess of such "Underlying Insurance," our payment of any "defense expenses" is within the applicable Limits of Liability of this policy and each payment we make for such "defense expenses" reduces the available Limits of Liability by the amount of the payment.

- 2. If the "Underlying Insurance" does not include payments of "defense expenses" as part of its Limits of Liability, but instead indicates that the payment of "defense expenses" will not reduce the Limits of Liability, then when excess of such "Underlying Insurance," our payment of "defense expenses" will not reduce the available Limits of Liability.
- 3. The "defense expenses" extended by this policy will be subject to the same provisions as the "defense expenses" extended by the "Underlying Insurance."
- B. We will not defend any "suit" or "claim" after we have exhausted the applicable Limit of Liability as stated in the Declarations. If we are prevented by law from carrying out this paragraph, we will NOT pay any "defense expenses" incurred without our written consent.
- C. In all circumstances for which paragraph A above is not applicable, we will NOT be obligated to assume charges or pay expenses for the investigation, settlement or defense of any "claim" made, or "suit" brought, or proceedings instituted against any insured. We will, however, have the right in our sole discretion to participate in the defense and trial of any "claim", "claims", "suits" or proceedings which may involve the coverage extended by this policy. If we avail ourselves of this right, we will do so at our expense.

SECTION 4. EXCLUSIONS OR SUBLIMITS

- A. Each and every exclusion within the "Underlying Insurance" is incorporated by reference to this policy, with the same force and effect as though expressly set forth within this policy. As an example only, if the "Underlying Insurance" includes an exclusion for improper sexual misconduct and physical abuse, that exclusion in its entirety is incorporated within this policy as though fully set forth herein.
- B. Notwithstanding Provision A within Section 1, the coverage identified in the Declarations to this policy is the only coverage extended by this policy. If an "Underlying Insurance" includes exclusions with exceptions and specified sub-limits, this policy will not provide coverage in excess of the specified sub-limit, unless a separate sub-limit is identified specifically within the Declarations to this policy. If an "Underlying Insurance" includes Additional Coverages with specified limits, this policy will not provide coverage in excess of the specified Additional Coverage, unless a limit for that Additional Coverage is specifically identified within the Declarations to this policy. If an "Underlying Insurance" includes an extension of a specified

coverage with a limit specific to that coverage, this policy will not provide coverage excess to that specified coverage unless a separate limit is specifically identified within the Declarations to this policy.

SECTION 5. CONDITIONS

A. Appeals

We can appeal a judgment against any insured under this policy if:

1. the judgment is for more than the remaining Limits of Liability under the "Underlying Insurance"; and
2. the insured or the "Underlying Insurer" do not appeal it.

If we appeal the judgment, we will pay the costs of that appeal and any interest on those costs. Those payments will be in addition to the Limits of Liability of this policy, unless the "Underlying Insurance" includes payment of expenses incurred in an appeal as part of its Limit of Liability, in which case the costs of the appeal and any interest on those costs will decrease the applicable Limit of Liability.

B. Audit of Books and Records

We may audit your books and records at any time during the term of this insurance or within three years after its expiration or termination.

C. Financial Impairment

Bankruptcy, insolvency, rehabilitation, receivership, liquidation, or other financial impairment of any insured or any insurer providing "Underlying Insurance" as stated in the "Schedule of Underlying Insurance," shall neither relieve nor increase any of our obligations under this policy. In the event there is a diminished recovery or no recovery available to any insured as a result of such financial impairment of any insurer providing "Underlying Insurance," the coverage under this policy shall apply only in excess of the Limits of Liability stated in the "Schedule of Underlying Insurance." Under no circumstances will we be required to drop down and replace the underlying Limits of Liability or assume any other obligations of a financially impaired insurer or an insured.

D. Cancellation

You may cancel this policy at any time by sending us a written request or by returning the policy stating the date of cancellation.

1. We may cancel this policy at any time by sending to you a notice of cancellation 30 days

(10 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to your last known address shown in the Declarations to this policy and will indicate the date on which coverage is terminated.

2. If cancellation is at your request, return premium will be computed at 90% of pro rata. If we cancel, return premium will be computed pro rata. If this policy insures more than one Named Insured, cancellation may be effected by the first Named Insured in the Declarations to this policy for the account of all Named Insureds. Notice of cancellation by us to such first Named Insured will be deemed notice to all insureds and payment of any return premium to such first Named Insured will be for the account of all insureds.
3. In the event that provisions of this condition conflict with any state law or regulation governing the cancellation/nonrenewal of this policy, then such law or regulation shall prevail and this policy is amended to conform with such law or regulation.

E. Changes

Notice to any agent or knowledge possessed by any agent or by any other person will not effect a waiver or a change in any part of this policy. This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

F. Duties in the Event of a Claim or Suit

1. You must see to it that we are notified as soon as practicable of an accident, occurrence, offense or event that may result in a "claim" or "suit." To the extent possible and subject to the requirements of Section 1 above, notice should include:
 - a. how, when and where the activities which form the basis of any potential "claim" or "suit" took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the activities which form the basis for any potential "claim" or "suit."
2. If a "claim" is made or "suit" is brought against any insured, you must:

- a. immediately record the specifics of the "claim" or "suit" and the date received;
 - b. notify us as soon as practicable and immediately provide to us written notice of the "claim" or "suit;" and
 - c. if the "Underlying Insurance" is on a claims-made form, you must provide written notice to us in conformance with the applicable claims-made temporal conditions included within the "Underlying Insurance."
3. You and any other involved insured must:
- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of injury or damage to which this insurance may also apply.
4. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

G. Maintenance of Scheduled Underlying Insurance

While this policy is in effect you agree to maintain the "Underlying Insurance" listed in the "Schedule of Underlying Insurance" in full force. This means that:

1. the "Scheduled Underlying Policy" or "Scheduled Underlying Policies" may not be cancelled or not renewed by either you or the "Underlying Insurer" without notifying us;
2. renewals or replacements will not be more restrictive in coverage than the "Underlying Insurance" listed in the "Schedule of Underlying Insurance";
3. the terms, conditions and endorsements of the "Underlying Scheduled Insurance" will not materially change;
4. the risk of uncollectibility (in whole or in part) of the "Underlying Scheduled Insurance" limit as listed in the "Schedule of Underlying Insurance," or replacements thereof, whether because of financial impairment or insolvency of an "Underlying Insurer" or for any other reason, is expressly retained by you and is not

in any way or under any circumstances insured or assumed by us; and

5. limits of "Underlying Insurance" will not change except for any reduction in the aggregate limit or Limits of Insurance by payment of claims hereunder.

Your failure and/or the failure of the "Underlying Insurer" to comply with this condition will not invalidate this policy, but in the event of such failure, we will only be liable to the same extent as if there had been compliance with this condition.

H. Other Insurance

If other insurance applies to a "claim" or "suit" covered by this policy, the insurance under this policy is excess of such other insurance and we will not make any payments until the other insurance has been used up. This condition shall not apply if the other insurance is specifically written to be excess over this policy.

Except to the extent stated in this policy, this insurance is not subject to the terms, conditions, or limitations of any other insurance except for "Underlying Insurance."

I. Transfer of Rights of Recovery Against Others to us.

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. Each insured must do nothing to impair these rights or the transfer thereof to us. Each insured must cooperate with us and, at our request, assist us in the pursuit and enforcement of those rights. If there is any money recovered, we will disburse that money, as follows:

1. first, we will be repaid to the extent of our actual payment; and
2. second, if any money remains, the insured or any "Underlying Insurer" will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money, we will share the expenses with the insured or any "Underlying Insurer" in proportion to the amount that each is repaid. If our recovery attempt is not successful, we will bear all of the recovery expenses.

J. Premium

The premium for this policy as stated in the Declarations is a flat premium and is subject to a minimum and deposit premium, if applicable. The premium is not subject to adjustment unless:

1. a rate is shown in the Declarations; or
2. an endorsement or endorsements are attached to this policy changing the Limit of Liability, adding or changing the "Underlying Insurance", changing the policy period, or because of an Extended Reporting Period.

If a flat premium is charged, and a minimum premium is shown in the Declarations, then that minimum premium is fully earned as of the inception of this policy.

K. Representations

By accepting this policy, you agree that:

1. the statements in the Application for this policy and Declarations to this policy are accurate and complete;
2. those statements are based upon representations you made to us; and
3. we have issued this policy in reliance upon your representations in the Application for this policy and its Declarations.

L. Titles of Paragraphs

The titles of the varied Sections, Paragraphs, and Subparagraphs of this policy and endorsements attached to this policy, if any, are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

M. Transfer of Rights and Duties

Your rights and duties under this insurance may not be transferred without our written consent, except in the event of the death of an individual insured and then only to that individual's representative.

N. When Loss is Payable

This policy will not apply until an insured, or an insured's "Underlying Insurer," is obligated to pay the amount of the "Underlying Insurance" for damages which are also covered by this policy. When the amount of loss has finally been determined, we will promptly pay on behalf of the insured the amount of the damages which comes within the terms of this policy.

SECTION 6. DEFINITIONS

Except for the terms appearing in quotes within this policy, the terms within this policy have the same meaning as set forth in the applicable "Underlying Insurance." With respect to the terms appearing in

quotes within this policy, the definitions below will apply.

- A. "Claim" or "Claims" means any demand, including a "suit," against an insured for damages to which this policy applies are alleged.
- B. "Defense expenses" means the fees, costs and/or expenses which an "Underlying Insurer" has an obligation to pay in the defense of a "claim," "claims" or "suit" pursuant to the terms and conditions of the "Underlying Insurance."
- C. "Schedule of Underlying Insurance" means the Schedule of Underlying Insurance included within the Declarations to this policy.
- D. "Scheduled Underlying Policy" or "Scheduled Underlying Policies" means the identified policy or policies within the "Schedule of Underlying Insurance."
- E. "Suit" means a civil proceeding in which damages to which this policy applies are alleged, including, without limitation:
 1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- F. "Underlying Insurance" means the policy or policies within the "Schedule of Underlying Insurance" applicable or potentially applicable to the "claim" or "suit."
- G. "Underlying Insurer" or "Underlying Insurers" means the entity or entities that issued the "Underlying Insurance."

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 7/1/20 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001271680 of Texas Mutual Insurance Company effective on 7/1/2020

Issued to: CATHOLIC CHARITIES OF THE



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

7/3/17



ORDER OF COMMISSIONERS COURT
 Authorizing Execution of Agreement and Establishing the 2021
 Emergency Rental Assistance Fund

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2021 with all members present except_____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE AGREEMENT BETWEEN HARRIS COUNTY AND CATHOLIC CHARITIES OF THE ARCHDIOCESE OF GALVESTON-HOUSTON AND ESTABLISHING THE 2021 EMERGENCY RENTAL ASSISTANCE FUND

Commissioner_____introduced an order and made a motion that the same be adopted. Commissioner_____seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and law-fully adopted. The order thus adopted follows:

IT IS ORDERED that

1. County Judge Lina Hidalgo is, and she is hereby, authorized to execute for and on behalf of Harris County, Texas the Agreement with Catholic Charities of the Archdiocese of Galveston-Houston (“Catholic Charities”). The Agreement provides for the administration of the 2021 Emergency Rental Assistance Fund, which is authorized under Section 81.027 of the Texas Local Government Code, and §501 of the Consolidated Appropriations Act (Pub. Law 116-260), for the Harris County Budget Management Department. The total cost to the County under the Agreement is \$42,101,197.00, with \$39,679,711.00 of the total cost allocated to the 2021 Emergency Rental Assistance Fund and \$2,421,486.00 of the total cost allocated to compensate Catholic Charities. The Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.
2. All Harris County, Texas officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.