

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act (TEX. GOV'T CODE ANN. Ch. 791) by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, (the "District" or "HCFCD"), and **Harris County, Texas**, a body corporate and politic under the laws of the State of Texas, by and through the Harris County Department for Economic Equity & Opportunity (the "County" or "DEEO"). The District and County are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties." This Agreement shall become effective as of the date on which it has been executed by both Parties (the "Effective Date").

RECITALS:

On or about October 31, 2023, the District and the Texas General Land Office (the "GLO") entered into two Community Development Block Grant Subrecipient Agreements under which the GLO will provide funding ("Grant Funds") to the District for certain projects.

The District has been awarded the Grants Funds from the GLO to execute a portfolio of Community Development Block Grant – Disaster Recovery ("CDBG-DR") and Community Development Block Grant – Mitigation ("CDBG-MIT") projects and seeks to engage DEEO for technical assistance, staff augmentation, and various services ("Service(s)") that the County may provide the District.

The Scope of Work for the Services that DEEO will provide to the District is attached to this Agreement in Exhibit A, incorporated herein for all purposes.

The District plans to pay the County up to One Million and No/Dollars (\$1,000,000.00) (the "Funds") in the first year for Services and may pay the County up to Eight Million and No/Dollars (\$8,000,000.00) in total for Services for the period which runs from the full Execution of Agreement, to September 30, 2030.

This Agreement will be amended each year for the fiscal year starting on October 1 based on projected costs thereafter.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

TERMS

Section 1. Funding and Term

(A) Limit of Appropriation

The County understands and agrees, said understanding and agreement being of the absolute essence of this Agreement, that the maximum compensation the County may become entitled to under this Agreement, and the total maximum sum the District shall become liable to pay the County under this Agreement shall not under any conditions, circumstances, or interpretations

thereof exceed the sum of One Million and No/100 Dollars (\$1,000,000.00), which is expected to be available pursuant to the award of Grant Funds.

The County understands and agrees that payment for the Services under this Agreement shall be made from Grant Funds awarded to the District for the term of the Agreement. It is expressly understood and agreed that the District shall rely solely on Grant Funds under the Grant awarded to the District with which to pay its obligations for the Services provided under this Agreement. The District shall not be liable under any circumstances or any interpretations for any costs under the Agreement until the Grant Funds are actually received by the District and then only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor, as evidenced by the issuance of a Purchase Order for that amount. The County agrees that the Grant Funds awarded to the District are the exclusive funding of the Agreement.

DEEO understands and agrees that it shall not proceed with any Services until it receives written authorization from the District to begin work ("Work Authorization"). If at any time during the course of the Agreement, DEEO knows that the funds available will not cover the cost of the Services, DEEO shall notify the District immediately. DEEO should not be obligated to perform any services hereunder that would cost DEEO in excess of the funds provided by the District.

Subject at all times to the availability of Grant Funds and the District's right to withhold payment of any questionable charges, the District shall pay each such undisputed invoice in accordance with Texas state law. Upon approval of this Agreement by the Harris County Commissioners Court, the sum amount of One Million and No/100 Dollars (\$1,000,000.00) will be appropriated and made available for Work Authorizations. The Parties may amend this Agreement and obtain approval from Harris County Commissioners Court if at any time during the term if additional funding is needed.

The County understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that with regard to any Renewal Term or extension of this Agreement, the District has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the District exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal term, on the same terms and conditions of this Agreement.

(B) Terms of Payment

Within sixty (60) days of receipt of an invoice for a Work Authorization under this Agreement, the District shall pay to the DEEO the amount agreed to for the performance of Services specified in the Work Authorization (aligned to the Scope of Work in Exhibit A). Any unspent funding for services outlined in a Work Authorization will be credited to a future work authorization or remitted to the District.

DEEO will provide monthly supporting documentation outlining the name of the specific resource, their job title or billing code, their billing rate, the grant name and project number for the assigned work, the number of hours of work performed, and a total cost. The District may require additional documentation as required by the GLO.

The Funds provided by the District are only to be used for the purpose set out in the Scope of Services and specifically defined in each Work Authorization. The District will seek reimbursement from the County if the Funds are not used for the purposes authorized in the Scope of Services and Work Authorizations, or if the County is unable to provide documentation to satisfy the District or its granting agency's requirements for reimbursement.

(C) Term

- (C)(i) The term of this Agreement is from the Effective Date through September 30, 2024 (FY 2024). This Agreement will renew thereafter on October 1 of each year based on an amendment to this Agreement with expected Funds appropriated by the District based on projected costs, unless terminated as set out herein. Each year, DEEO will provide the services as set out in the Work Authorizations until all the Funds are expended, unless this Agreement is otherwise terminated or amended as provided for herein.
- (C)(ii) In June of each year, the District will review the Services provided and rate the level and quality of service provided by the County. Between June 30 and August 15, the District and County will discuss the District's rating and review and update the Scope of Services in Exhibit A, and the Parties will negotiate costs for the upcoming year. After which, the District will seek approval for the recommended level of appropriation at the following meeting of Commissioners Court.

(D) Eligible Expenses

Payments from the District are to be used only for those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to GLO Grant Funds. Should any expenditure of Grant Funds be found ineligible by the District, DEEO will cause such funds to be returned to the District from other sources.

IN THE EVENT GLO AND/OR HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY DISTRICT PAYMENT OR REIMBURSEMENT TO DEEO IS INELIGIBLE OR DISALLOWED, DEEO SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE DISTRICT, AND THE DISTRICT WILL REIMBURSE GLO/HUD FOR THE DISALLOWED OR INELIGIBLE COSTS. IF GLO AND/OR HUD INFORMS THE DISTRICT THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, DEEO AGREES TO PAY AN EQUAL AMOUNT TO THE DISTRICT PRIOR TO THE GLO AND/OR HUD DEMAND DATE OF PAYBACK.

(E) Time For Performance

All Services shall be completed within the time frame provided in the relevant Work Authorization. When the Executive Director of the District or their designee ("Director") determines good cause exists, the Director may extend the time for performance of Services. Any extensions of time granted by the Director shall be in writing.

**Section 2.
Scope of Services**

The District may fund staff and contracted services provided by DEEO on a Work Authorization basis as described in Exhibit A, attached and incorporated herein for all purposes. Potential scope of services provided by DEEO are outlined in Exhibit A.

The District and DEEO will mutually agree to services to be performed and appropriate resources and rates with a Work Authorization as needed.

DEEO will provide all necessary documentation required of the District for reimbursement of grant funds by the GLO.

Section 3. Records Retention

Aligned with GLO's Project Implementation Manual's requirements for recordkeeping, DEEO will be responsible for ensuring project records related to their scope of work provide a detailed, chronological, and historical account of their work supporting HCFCD for examination and review by local staff, the GLO, U.S. Department of Housing and Urban Development ("HUD"), state and federal auditors, other state agencies, and any other interested persons. DEEO must maintain one complete set of their files at the county office and comply with all documentation requirements from the District.

The record retention period for CDBG-DR and CDBG-MIT Subrecipient Agreements is three (3) years after the GLO closes the contract with HUD. GLO will notify HCFCD when a grant has closed by sending a letter that includes the specific date of the grant closeout and the retention period.

If HCFCD is notified by the GLO in writing, or if other applicable laws and regulations as described in 24 CFR 570.490 apply to a project, the record retention period may be extended. If any litigation, public information request, claim, or audit is started before the expiration of the record retention period, the records must be kept until the action has been resolved.

All CDBG-DR and CDBG-MIT project records must be available for review by HUD until the retention period is satisfied.

Section 4. Performance Monitoring and Audits

A. Performance Monitoring

DEEO shall be cooperative with Service and financial monitoring visits and/or investigations performed by the District, Harris County Auditor's staff, HUD, the Office of the Inspector General, and the GLO. Substandard performance as determined by the District and/or HUD will constitute non-compliance and breach of this Agreement. DEEO's failure to correct substandard performance within a reasonable period of time after being notified by the District will result in further corrective action by the District, including, but not limited to, termination of this Agreement pursuant to 2 C.F.R. § 200.339. Furthermore, DEEO agrees to be cooperative with monitoring and/or investigations performed by HUD and to comply with its finding.

B. Audits

DEEO shall cooperate to the fullest extent with any and all federal, state, local, or District audits related to this agreement. DEEO's cooperation shall include, but not be limited to access to the Records, in whatever form, that are applicable to this Agreement and requested by any federal, state, local, or District entity that has rights of jurisdiction over any part of this Agreement or the Funds applicable to this Agreement.

DEEO agrees to retain within the boundaries of Harris County, for three (3) years after the -close out of the State of Texas grants providing the Grant Funds, all Records. DEEO will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the Records.

Section 5. Termination

Termination for Convenience. The District may, by written notice to DEEO, terminate this contract for convenience, in whole or in part, at any time by giving written notice to DEEO of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the District, the District shall compensate DEEO 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. DEEO shall provide documentation deemed adequate by the District to show the work actually completed or materials provided by DEEO prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

Termination for Cause. If DEEO fails to perform pursuant to the terms of this contract and all required project compliance documentation has been provided to the County, the District shall provide written notice to DEEO specifying the default ("Notice of Default"). If DEEO does not cure such default within the time required by the District, the District may terminate this contract for cause. If DEEO fails to cure a default as set forth above, the District may, by written notice to DEEO, 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, DEEO shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the District as of the date the District provides the Notice of Termination. In such case, the District shall have the right to take whatever steps it deems necessary to complete the project and correct DEEO's deficiencies. If the District fails to issue payment to DEEO within the agreed timeframe, then the County can terminate the agreement.

Agreement Transition. In the event the Agreement ends by either expiration or termination, DEEO shall assist in the transition until such time that a new contractor can be completely operational. DEEO acknowledges its responsibility to cooperate fully with the replacement contractor and the District 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. All unused Funds and/or any portion of Funds expended that were not used to complete the work set out in the Scopes of Work will be returned to the District once the District has determined the transition is complete.

Section 6. Compliance and Standards

The County understands and agrees that payment for the Services under this Agreement shall be made from Grant Funds which are subject to certain rules and requirements. A non-exclusive list of the applicable rules and regulations to which this Agreement is subject, and DEEO agrees to comply with, is attached and incorporated for all purposes as Exhibit B.

The County agrees to comply with all applicable Federal, state, and local laws and regulations governing the Funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the District taking one of the following actions: (1) declaring the County ineligible to participate in future awards; (2) withholding Funds; and (3) termination of this Agreement.

Section 7. Notices

All notices and communications under this Interlocal Agreement shall be in writing and sent via email or regular mail or delivered to the District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, TX 77092
Attention: Executive Director

All notices and communications under this Interlocal Agreement shall be mailed by via email or regular mail or delivered to the County at the following address:

Harris County Office of Management and Budget
1001 Preston
Houston, TX 77002
Attention: Chief Administrative Officer

With a copy to:

Harris County Department of Economic Equity & Opportunity
1001 Preston Street
Houston, Texas 77002
Attention: Executive Director

Notices shall be deemed delivered on the earlier of the date of actual receipt or the third day following deposit in the United States mail.

Section 8. Personnel

Should the District be dissatisfied with performance of individuals filling positions funded by the District, the District shall notify the County. If, after 14 days from the date of notice, during which the County may take action to improve the service or performance, the District is still dissatisfied, the District may require the County reassign the individuals and place new individuals in the positions funded by the District.

Section 9. Not Joint Enterprise

This Agreement is not intended to and shall not create a joint enterprise between the County and the District. It is understood and agreed that the District and the District's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the County. It is also understood and agreed that the County's personnel shall not be considered employees, agents, partners, joint venturers, or servants of the District. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work except as may otherwise expressly be provided herein.

Section 10 Miscellaneous

(A) 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.

(B) Contract Construction

This Agreement shall not be construed against or in favor of any Party hereto. The headings in this Agreement are for convenience or reference only and shall not be control or affect the meaning or construction of this Agreement. When terms are used in the singular or plural, the meaning shall apply to both. When either male or female gender is used, the meaning shall apply to both.

(C) 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.

(D) 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.

Section 11 Entire Agreement

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____, 2024.

APPROVED AS TO FORM

CHRISTIAN D. MENEFE
Harris County Attorney

HARRIS COUNTY FLOOD CONTROL
DISTRICT

DocuSigned by:


By: _____
ED17653073344AD...
Emily Kunst
Assistant County Attorney
23GEN3191

By: _____
Lina Hidalgo
County Judge

APPROVED AS TO FORM

CHRISTIAN D. MENEFE
Harris County Attorney

HARRIS COUNTY, TEXAS

DocuSigned by:

By: _____
1DEAB87D9EAA40B...
Robert de los Reyes
Assistant County Attorney
CA File No. 24GEN0048

By: _____
Lina Hidalgo
County Judge

Exhibit A

Harris County Department of Economic Equity & Opportunity (DEEO) Scope of Services

Overview

The purpose of this Agreement is to establish a framework for the funding of staff and contractors at DEEO by the Harris County Flood Control District (HCFCD) to support HCFCD's execution of projects funded by Community Development Block Grant Disaster Recovery (CDBG-DR) and Community Development Block Grant Mitigation (CDBG-MIT) grants awarded by the Texas General Land Office (GLO) via the U.S. Department of Housing and Urban Development (HUD).

The scope of services to be performed by DEEO for HCFCD will be defined in Work Authorizations that explicitly delineate tasks, resources, and costs. Potential services include, but are not limited to:

Worker & Community Protection (WCP) Division Services:

- **WCP Program Management (Section 3 and DBRA):** Guidance and management support for the WCP initiatives focusing on compliance with Section 3 and the Davis-Bacon Related Acts (DBRA). This includes management of wage rate compliance tasks for CDBG projects, as well as strategic planning, process optimization, and ensuring effective execution of WCP objectives.
- **WCP Section 3 and DBRA Monitoring:** Regular oversight and detailed review of Section 3 and DBRA activities. Monitoring ensures alignment with regulatory requirements and includes recommendations for process improvements. As part of the monitoring, the District must invite DEEO to all Kick-Off, Pre-Bid/Pre-Con, and Construction Progress Meetings.

M/WBE Inclusive Procurement Division Services:

- **M/WBE Program Management:** Administration of the M/WBE program to enhance inclusive procurement practices. Services include management of workload and task execution, as well as developing strategies, facilitating partnerships, and managing MWBE program operations.
- **Vendor Diversity Monitoring (Pre and Post):** Evaluation and analysis of vendor diversity at both the commencement and conclusion of contracts. Monitoring ensures ongoing adherence to diversity goals and provides insights for future procurement strategies.

Programmatic Support Services:

- **Report Analyst:** Specialized reporting services that include the creation, analysis, and presentation of data related to WCP and MWBE activities supporting the CDBG program. This ensures decision-makers have accurate and timely information for strategy and compliance purposes.
- **Billing Staff:** Dedicated personnel for managing all billing aspects of the CDBG program. This service ensures accurate and compliant financial transactions, from invoice processing to reimbursement requests.

Work Authorization Framework

The amount to be paid by the District to the County will be based on mutually agreed Work Authorizations that outline services that DEEO will perform for the District for agreed upon rates.

Each Work Authorization will identify:

1. The scope of work to be performed and resources
2. Line-item account of the individuals or resources performing the work
3. Not-to-exceed total budget for CDBG-DR and CDBG-MIT grant funds
4. Total allocated to Work Authorizations under the ILA in the current Fiscal Year (including the new Work Authorization)

The line-item account of the individuals or resources will include:

- Name of individual or resource
- Job title or position
- Billing rate
- Hours of Work Performed Grant and project coding
- Total cost by individual or resource

DEEO will make every effort to inform the District of any relevant personnel changes (e.g., departure of staff previously supporting the District) in a timely manner to ensure both parties are aware of potential impacts to ongoing support. The County shall furnish all general equipment, materials, and tools necessary for the performance of its obligations at no additional charge to the District. Any unplanned, extraordinary contractual project expenses must be approved by the District, and will be procured and paid for directly by HCFCF.

The District agrees and supports the required use of DEEO's LCPTTracker Labor Compliance Software System or alternate official County compliance software system for the approval and storage of compliance documentation, including but not limited to certified payrolls, by contractors, subcontractors, and lower-tier subcontractors. The District and GLO staff will be provided access to the system. Additionally, the District agrees to upload payment application request documents in the Monday.Com payment portal or any other platform that may be used by the County. Pay App Approval for the Project is dependent upon review of Section 3 and DBRA Compliance.

The District will also provide office and meeting space for DEEO staff to use part-time in addition to primary workspace for staff provided by the DEEO. This will enable more effective communication and collaboration. The timing and frequency for the use of this space would be agreed to in a work authorization.

Exhibit B
Page 1 of 4

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

Exhibit B
Page 2 of 4

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17

Exhibit B
Page 3 of 4

for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans

Exhibit B
Page 4 of 4

(Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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Exhibit B
Page 1 of 4

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

Exhibit B
Page 2 of 4

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17

for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e) (42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans

Exhibit B
Page 4 of 4

(Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
AND HARRIS COUNTY, TEXAS**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Lesley Briones	<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 lawfully adopted. The order thus adopted follows:

On or about October 31, 2023, the District and the Texas General Land Office (the “GLO”) entered into two Community Development Block Grant Subrecipient Agreements under which the GLO will provide funding (“Grant Funds”) to the District for certain projects.

The District has been awarded the Grants Funds from the GLO to execute a portfolio of Community Development Block Grant – Disaster Recovery (“CDBG-DR”) and Community Development Block Grant – Mitigation (“CDBG-MIT”) projects and seeks to engage DEEO for technical assistance, staff augmentation, and various services (“Service(s)”) that the County may provide the District.

The Scope of Work for the Services that DEEO will provide to the District is attached to this Agreement in Exhibit A, incorporated herein for all purposes.

The District plans to pay the County up to One Million and No/Dollars (\$1,000,000.00) (the “Funds”) in the first year for Services and may pay the County up to Eight Million and No/Dollars (\$8,000,000.00) in total for Services for the period which runs from the full Execution of Agreement, to September 30, 2030.

This Agreement will be amended each year for the fiscal year starting on October 1 based on projected costs thereafter.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District and Harris County, Texas, an Agreement by and between the Harris County Flood Control District and Harris County, Texas, by and through the Harris County Department for Economic Equity & Opportunity, for technical assistance, staff augmentation, and various services, for \$1,000,000.00 for Fiscal Year 2024, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

Section 3: All Harris County and Harris County Flood Control District officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.