

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Bay Area Houston Economic Partnership
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND BAY AREA HOUSTON ECONOMIC
PARTNERSHIP**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Bay Area Houston Economic Partnership hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I

Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

- (b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.
- COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- (d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

- (a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- (b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- c) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- d) 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.

(d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the _____ -month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the _____-month period covered by this contract, the total maximum sum of \$ _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of _____(____) monthly Invoices, one following each month of the _____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic

Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V

Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Bay Area Houston Economic Partnership
Attn: Brian Freedman, President

mailing address: P.O. Box 58724, Houston, Texas 77258-8724

physical address: 18045 Saturn Lane, Houston, TX 77058

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.

Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as


required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**BAY AREA HOUSTON ECONOMIC
PARTNERSHIP**

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
BRIAN FREEDMAN
President

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



Bay Area Houston Economic Partnership
Proposed Statement of Work
Harris County 381 Agreement
October 1, 2022 – September 30, 2023

As Harris County continues to focus on diversifying and expanding the economy, the Bay Area Houston Economic Partnership (BAHEP) looks forward to continuing its partnership with Harris County to assist in the development and implementation of its economic development strategy. The BAHEP’s tasks detailed below will align with Harris County’s economic development goals as encapsulated in the Local Government Code Chapter 381 Performance Agreement.

1. Create New Jobs and Retain Jobs

BAHEP will collaborate with companies, site consultants and real estate professionals to showcase sites in the corporate boundaries of Harris County to companies and to clients for site selection consideration. Timely updates will be provided to Harris County upon receipt of inquiries or interest for such sites, with steps taken by BAHEP to ensure appropriate confidentiality requested by companies and clients.

BAHEP, through its Space Alliance Technology Outreach Program, will work with and assist small businesses that have encountered challenges in completing the development of new products.

A. Marketing Projects in Pipeline

BAHEP’s marketing and project development strategy in support of Harris County is focused on four industry sectors – Aerospace and Aviation, Specialty Chemical, Healthcare, and Maritime/Logistics. BAHEP will maintain a sales pipeline of 20 projects which have been vetted as viable businesses interested in locating in Harris County and will work a minimum of ten new vetted projects during the Agreement term.

When working to vet companies within the site selection process, information is gathered over time on the scope and type of expansion or relocation project being considered. This information is used to properly vet the project as to its merit, feasibility, and likelihood of successfully locating in Harris County. BAHEP always endeavors to gather as much information as possible, as soon as possible, on each project but BAHEP is not always able to gather full and complete project information early in the site selection process as the information is sometimes held back as confidential by the company and only released later. Further, each vetted project’s possible sites generally narrow over time as some sites are eliminated and other sites are prioritized until a final site is selected.

A list of projects will be provided with each quarterly report. The metrics and information to be reported, as available, include:

- Name of Vetted projects**
- Harris County Precinct**
- Site taxing jurisdictions**
- Project scope**
- CapEx**
- # of Jobs**
- # of Indirect jobs**
- Type of jobs**

Wage range

Industry NAICS/SIC code

Status updates

BAHEP will host its quarterly Prospect Review during the term of the Agreement to review projects with city, county, and BAHEP member representatives, which includes commercial brokers, bankers, investors, and realtors. Harris County will be invited to participate in each Prospect Review meeting.

B. Space Alliance Technology Outreach Program (SATOP)

BAHEP will work with small businesses, especially minority and women-owned businesses, seeking technical assistance in completing the development of new products. SATOP is a unique program that increases the odds of startups and small business succeeding, with the objective of creating new jobs, retention of jobs, and capital investment.

SATOP Base Technical Assistance Program:

The SATOP base program provides up to 40 hours of no-cost technical assistance to small business owners to solve a technical challenge through the assistance of volunteer engineers. SATOP's Alliance Partners, consisting of engineering firms, academic institutions, and NASA Johnson Space Center, allow their engineers and faculty to volunteer to help small business owners. SATOP assistance consists of the following types of assistance:

- Technical Solution - by an Alliance Partner engineer or SATOP project engineer
- Referral - to appropriate resource to allow business to stay on track to develop product
- Information – guidance that enables the business to conduct needed research

Capstone Design Program:

During the BAHEP Agreement term, SATOP is also offering small businesses an expanded no-cost technical assistance program that includes design and/or development of new products, which is out-of-scope for the Base Technical Assistance Program due to extensive work involved. This program is conducted through a partnership with the Texas A&M Engineering Experiment Station. Small business projects are entered into the university's Capstone Design Program, which consists of a senior engineering student team led by a professor of practice working on a project in two phases involving two semesters – first phase or semester is defining requirements and preliminary design recommendations and the second phase or semester is finalizing the design and development, to include for some projects prototyping of the product. Each Capstone Design Project is the equivalent of two SATOP base projects due to the extensive amount of technical work.

The SATOP metrics follow:

Metric - 20 small businesses assisted (Total)

Metric - 10 MWBE businesses of the total small businesses assisted (goal is 50% of Total)

Metric - 12 startups of the total businesses assisted

Metric - 6 established business of the total assisted

Metric - # current jobs per each business assisted

Metric - Type of jobs

Metric - Wage range

Metric - NAICS/SIC code

2. Workforce Development and Education

BAHEP's workforce development and education initiatives focus on developing a relevant workforce that will attract and retain businesses in Harris County.

A. Healthcare Workforce Development

The Covid pandemic has exposed job-related weaknesses in the healthcare industry in Harris County as well as across the state. High turnover and loss of skilled nurses and medical technicians plague the industry. BAHEP has initiated a major initiative to conduct a comprehensive assessment of the healthcare sector workforce in BAHEP's service region consisting of East Harris County and portions of Galveston County, and it plans to complete a draft assessment during the term of BAHEP's Agreement. The goal of the study is to identify gaps in training so that academic institutions can add courses or modify existing curricula to meet the demands of the healthcare industry.

The study is being led by Harv Hartman, CEO, Summit Management Group, and chair of the BAHEP Education and Workforce Development Committee. The value of the study includes the volunteer time of Mr. Hartman, volunteer members of the committee contributing to the study, and the BAHEP support staff which includes Marketing Manager C.A. Shields.

This one-time study was initiated in 2021 with the objective of completing the assessment by the end of 2023. The approach is to interview and survey the executives of seven independent school districts, four community colleges, and three upper division universities in the region to solicit feedback on the types of dual-credit courses offered by school districts, type of college courses or training that is available in healthcare, and their view of the future for training needs. A response matrix consisting of 46 nursing and medical technician jobs has been developed and will be used to solicit the feedback from the academic institutions and school districts (see attachment). An objective is to identify gaps in training as students transition from high school to either a community college or a university.

Metric – 6 responses from school districts

Metric – 4 responses from community colleges

Metric – 3 responses from upper division universities

B. EDGE Center

EDGE Center Aerospace Program:

BAHEP helped facilitate the creation of the EDGE Center, a unique San Jacinto College (SJC) training program, which is located at the Houston Spaceport at Ellington Airport. BAHEP serves on the college's Aerospace and Aviation Advisory Committee, which provides guidance on curriculum development and the development of enrollment for its EDGE Center Aerospace Program. The SJC faculty conducts all training at the EDGE Center for the eight-week courses. BAHEP will participate in all scheduled committee meetings in 2022 – 2023 to provide guidance on curriculum updates, which will lead to new student enrollments and training for the following technical career tracks:

- Composite manufacturing technician
- Aerospace electrical assembly technician
- Aerospace mechanical structures technician

- Manufacturing technician
- Drone / sUAS FAA Part 7 Test Prep – eligible for Drone Pilot License
- Drone / sUAS FAA Part 7 Test Prep – Advanced Topics
- Drone / sUAS FAA Part 7 Test Prep – Advanced Flight
- Drone Flight Operations

Metric – 5 courses offered during term of BAHEP Agreement

Metric – 55 student enrollments

Metric – 50 student course completions

BayTech Aerospace Training:

To ensure that the aerospace technician workforce needs in Harris County and the surrounding region are met, BAHEP is supporting the Bay Area Houston Advanced Technology Consortium (BayTech), in a program to train additional individuals as certified aerospace composite technicians, certified aerospace electrical technicians, and certified structures technicians through a Wagner-Peyser grant awarded by the Governor's office. This grant significantly leverages the Harris County funding for the BAHEP Agreement. The training is being conducted at the San Jacinto College EDGE Center.

Metric – 3 courses offered for certified electrical, composites, and structures technician

Metric – 40 students enrolled in certified electrical, composites, and structures program

Metric – 35 students trained and certified in electrical, composites, and structures program

Metric – 35 students placed in industry jobs

C. BAHEP Cares!

BAHEP will continue its BAHEP Cares! Veteran executive mentoring program which serves Harris County unemployed and transitioning veterans, guard, reservists, and spouses helping them gain a rewarding career path and job by providing voluntary executive mentorship and career advancement services. Executives conduct one-on-one mentoring sessions to determine the best path forward, training and/or job placement. This is a four-month process that typically leads to training that will result in certification in a specialty.

BAHEP will host five bi-monthly meetings during the contract term and welcomes the continued involvement of Harris County's Veteran Services Department. The county's involvement includes identifying candidates for the Harris County Veteran Services Program.

Metric – 5 Veterans or spouses entered into program

Metric – 5 Veterans interviewed for jobs or recommended for training

Metric – 3 Veterans placed in jobs or placed in training program

3. Promote County and Region to Attract New Business

BAHEP will attend the symposiums and conferences similar to those listed below to promote Harris County and develop leads for potential company relocations or expansion projects. A lead is a business that has been vetted and has the resources and interest to possibly locate in Harris County. Follow-up meetings with the business are required to confirm that it is a viable candidate.

BAHEP will help organize the second conference for the American Institute of Aeronautics and Astronautics (AIAA) ASCENDxTexas conference, to be held annually. The conference will highlight the aerospace sector in the region to recruit companies looking to relocate or expand their commercial space work and build on the recent BAHEP project wins that will result in 1,500 new, high-paying jobs at the Houston Spaceport.

Symposiums and Conferences:

- AIAA ASCENDxTexas 2023
 - Space Symposium
 - ICSC, International Council of Shopping Centers
- Metric – Develop 60 Leads**

4. General Membership

BAHEP is a member driven organization, utilizing a collaborative committee structure to engage its 280 member companies, business professionals, local governments, and educational institutions in Harris County and the BAHEP service region. This region includes Harris County, Galveston County, 16 cities, the Houston Airport System, and Port Houston.

Committee Participation:

BAHEP offers opportunities for Harris County representation on its committees, as outlined below.

- International Maritime Advisory Committee
IMAC's mission is to support, advise, and advocate on matters relating to the region's maritime industry, ports, and supporting intermodal transportation infrastructure and to review and make recommendations on strategic and policy level decisions to improve the overall operating environment. The maritime industry encompasses ports, the sea-land-air transportation infrastructure, and the workforce that supports this vital national resource.
- Small Business Committee
The SBC's mission is to support the region's small businesses by creating an environment for opportunity and advancement. The committee membership considers the full range of issues from entrepreneurship to contracting to regional trend assessment.
- Education and Workforce Development Committee
The EWDC's mission is to enhance Bay Area Houston's overall economic development and quality of life by collaborating to create a world-class education and training community; advocating for education; sharing best practices; supporting regional economic development; assisting member organizations to achieve their respective goals; and establishing innovative and effective partnerships. The committee membership includes leadership in business, K-12 education, and higher education.
- International Business Development Committee
The mission of the ad hoc IBDC is to support the regional opportunities to recruit, retain, expand, and create international business. The IBDC assists in organizing and sponsoring trade delegations and visits from international representatives.

- **Specialty Chemical Committee**
The ad hoc Specialty Chemical Committee's mission is to promote and provide continuing support and commitment to the region's specialty chemical industry, one of the world's largest clusters for the industry.
- **Aerospace Advisory Committee**
The AAC's mission is to promote and provide continuing support and commitment to the space programs and space operations functions being implemented by NASA Johnson Space Center and the region's aerospace companies. The AAC recommends and implements initiatives to support the interests of NASA JSC and the local aerospace community.
- **Healthcare Committee**
The Healthcare Committee's mission is to promote and provide continuing support and commitment to the region's burgeoning medical and biomedical facilities, clinical and patient-based capabilities, research, and supporting business.
- **BAHEP Cares!**
BAHEP Cares! serves unemployed and transitioning military veterans, guard reservists, and spouses helping them gain a rewarding career path by providing voluntary executive mentorship and career services.

General Membership Meetings:

- a. BAHEP will provide complementary seating at all BAHEP general membership meetings and recognize Harris County Department of Economic Equity and Opportunity as a sponsor. These meetings provide the opportunity for Harris County to network with elected officials, business leaders, and educators.
- b. BAHEP also offers Harris County VIP access to special receptions or luncheons, usually held in honor of elected officials, senior NASA executives, or senior corporate executives. Harris County Department of Economic Equity and Opportunity will be recognized as a sponsor.

Other membership benefits include the following subscriptions:

- a. BAHEP *Business Development Update*, a quarterly e-newsletter with information on commercial, office, industrial, retail, and infrastructure development in Bay Area Houston.
- b. BAHEP *Business Briefs*, a quarterly newsletter that highlights accomplishments and on-going initiatives. Harris County is recognized as a sponsoring partner in each issue of the newsletter.

Twelve-Month Contract Value - \$175,000.00

Bay Area Houston Economic Partnership Report

2. Workforce Development and Education

2-A: Healthcare Workforce Development

Metrics	Number
Executive Interviews	
Responses from School Districts	
Responses from Community Colleges	
Responses from Upper Division Universities	

Bay Area Houston Economic Partnership Report

2. Workforce Development and Education

2B: EDGE Center

Courses Offered	Enrollment	Completion
Composite Manufacturing Technician		
Aerospace Electrical Assembly Technician		
Aerospace Mechanical Structures Technician		
Manufacturing Technician		
Drone/sUAS FAA Part 7 Test Prep		
Eligible for Drone Pilot License		
Drone Flight Operations		

Bay Area Houston Economic Partnership Report

2. Workforce Development and Education

2-B: BayTech Aerospace Electrical and Composites Technician Training

Courses Offered	Enrollment	Completion	Students Placed in Jobs
Electrical Technician			
Composites Technician			

Bay Area Houston Economic Partnership Report

2. Workforce Development and Education

2-C: BAHEP Cares!

List of Veterans	Mentoring	Training	Job Placement

Bay Area Houston Economic Partnership Report

3. Promoting County and Region to Attract New Business

Events	Date(s) Attended	Leads
AIAA ASCENDxTexas		
Space Symposium		
International Council of Shopping Centers (ISCS)		
Lasso the Moon		

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - L11 (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____,
constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
BAY AREA HOUSTON ECONOMIC PARTNERSHIP

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Bay Area Houston Economic Partnership** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Economic Alliance - Houston Port Region
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
ECONOMIC ALLIANCE - HOUSTON PORT REGION**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Economic Alliance - Houston Port Region hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

- (b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.
- COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- (d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

- (a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- (b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the ____-month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the ____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of ____ (____) monthly Invoices, one following each month of the ____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic Development,

Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Economic Alliance – Houston Port Region
Attn: Chad Burke, President/CEO
203 Ivy Avenue, Ste 200, Deer Park, Texas 77536

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**ECONOMIC ALLIANCE - HOUSTON
PORT REGION**

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
CHAD BURKE
President/CEO

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



Economic Alliance Houston Port Region
Scope of Work
Fiscal Year 2023
Harris County - LGC 381.004



Economic Alliance Houston Port Region
Scope of Work
Fiscal Year 2023
Harris County - LGC 381.004

The Economic Alliance Houston Port Region (Economic Alliance) mission is to market and grow a vibrant regional economy. Our strategic initiatives will be conducted in partnership with Harris County aimed at eliminating disparities and providing opportunities to a range of businesses and individuals, (including, but not limited to, small, disadvantaged, and MWBE businesses) while promoting the general expansion of the Houston Port region economic ecosystem.

The following scope of work will highlight the Economic Alliance activities focused on advancing Harris County's economic development goals and compliance requirements stated in the LGC 381.004:

A. Business Assistance

1. Create Job Opportunities and Building the County Tax Base through Economic Development "Wins".
2. Build our Project Pipeline (Projects/Prospects/Inquires) through Proactive Partnerships.
3. Manage Workforce Development initiatives to address the growing skilled workforce gap.

B. Marketing & Sales

1. Conduct Attraction/Expansion lead generation activities in cooperation with our ED allies.
2. Complete Business Retention & Expansion meetings in cooperation with our ED allies.
3. Develop and disseminate marketing materials highlighting the Harris County business climate and supporting Economic Development programs.

C. Advertising, Public Relations & Media Communications

1. Participate in Formal Presentations/Panel Discussions/Speaking Engagements to highlight the Houston Port Region/Harris County business climate message.
2. Identify and lead Quality of Life enhancements to the Houston Port Region/Harris County Communities
3. Events and information sharing to bring together stakeholders to network and provide insight on topical industry and workforce information. Highlighting events dedicated to connecting industry to local business partners and MWBE procurement opportunities.

D. Upon Request

1. Economic Alliance will make available at no cost materials/reports/publications and event participation to Department Staff and/or a member of Commissioners Court.

E. Reporting/Compliance

1. Monthly report will ensure compliance with statutory allowable activities under LGC 381.004 and any reporting requirements to the Comptroller's Office.

Economic Alliance - Scope of Work

A. Business Assistance - Economic Alliance will coordinate, assist, develop, or conduct workshops, seminars and programs designed to assist and promote the efforts of local business and entrepreneurs to form new business ventures or to expand existing ventures within the county.

1. Create Job Opportunities and Building the County Tax Base - Economic Development “Wins”.

- Secure economic development “wins” through the location/expansion, investment of capital and job creation in the Houston Port Region- many of which are high paying jobs with low barriers to entry that provide a living wage.
- Provide a professional relationship to navigate the multiple facets of the expansion process in the Houston Port region/Harris County, including the facilitation to our economic development support/solutions network.

2. Build our Project Pipeline - Proactive Partnerships.

- Enhance relationships with our members, ED allies, brokers, site selectors and the Gov’s Office to respond to inquiries and move through the sales process of Prospect, Project and ultimately an Economic Development Win.
- Fulfill activities related to the evaluation of the Houston Port region and the status and activity reporting (i.e..sources, requests for info, meetings and site tours.)

3. Workforce Development - Lead workforce development initiatives to address the growing skilled workforce gap.

- Manage activities focused on the marketing of high paying careers in the petrochemical, maritime, logistics, and construction industries to Harris County residents in order to close the skilled workforce gap and connect opportunities, including outreach in IDS’s within underserved communities and nonprofit agencies.

B. Marketing & Sales - Economic Alliance will organize, conduct, and assist coordinated marketing and sales programs to positively influence attitudes among local, national and international business decision makers by drawing attention to the County's strengths and advantages, and by promoting the County's Quality of Life and attractions. The marketing and sales program will target groups and senior executives most likely to result in business relocations and expansions on the County.

1. Attraction/Expansion lead generation activities in cooperation with our ED allies.

- Market relocation/expansion opportunities in Harris County and diversify the existing economic make-up through organized events, meetings with prospects/consultants, direct CEO/Management outreach.

2. Business Retention & Expansion meetings in cooperation with our ED allies.

- Conduct face to face meetings with some of the highest wage paying firms in the entire Houston region to uncover issues and provide solutions related to productivity/capital investment/job creation/job retention scenarios.

3. Marketing Materials will highlight the Harris County business climate and supporting Economic Development programs.

- Utilize the value statement of locating/expanding in the Houston Port Region and highlight our support/facilitation function in marketing materials, meetings, networking, and lead responses.
- Highlight county programs, successes and Precinct 2 participation in "wins" and the economic development process of job creation and capital investment.

C. Advertising, Public Relations & Media Communications - Economic Alliance will organize and conduct coordinated communications programs designed to encourage the dissemination, on a local, national, and international level of accurate/detailed information highlighting business opportunities in the County, successful businesses and the local business climate.

1. Formal Presentations/Speaking Engagements - Specific to the Houston Port Region/Harris County Business Climate Message

- Economic Alliance will conduct project meetings, panel discussions, keynote addresses and guest speaker engagements throughout the year to highlight the Houston Port region/Harris County assets and provide economic information affecting the Houston Port Region.

2. Quality of Life - Enhancements to the Houston Port Region/Harris County Communities

- Quality of life represents a range of priorities and the Economic Alliance, through its dedicated Quality of Life committee/formal grant program, will review and fund projects that promote public safety, beautification, special community activities, outreach and other priorities aligned with impacting the Houston Port region/Harris County.

3. Events- Information Sharing

- In addition to monthly taskforce and board meetings, Economic Alliance will conduct events that bring together stakeholders to network and provide insight on topical industry and workforce information. Highlighting events dedicated to connecting industry to local business partners and MWBE procurement opportunities.

D. **Upon Request** - Economic Alliance will make available at no cost materials/reports/publications and event participation to Department Staff and/or a member of Commissioners Court.

- Copies of all studies; reports and evaluations related to economic development; Copies of all Publications; Highlighting Event Sponsor, Admission to all Events; Full Membership on Board/Event Participation by Designee by County

E. **Reporting/Compliance** - *See the attached* monthly Performance Measures - LGC 381.004 report template with precinct designation included.

Performance Measures - LGC 381.004
Economic Alliance Houston Port Region
Month

Economic Development Wins and Pipeline Breakdown (Inquiries, Prospects & Projects)

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact /	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Inquiry or Prospect Details										Incentive Programs				Status Update/Comments				
							Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type	CapEx INVESTMENT	Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State		Federal			

Lead Generation Activities

Event Type	Organizer	Industry	Location	Leads Generate	Status Update/Comme

Business Retention & Expansion Meetings

Company	Codes - NAICS / SIC	EDO Partner	Company/ Contact	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Issue Scope	Issue Solution	Status Update/Comments

Workforce Development Activities

DIDI/EA Event	Lead Presenter	Category	Total # of Events	2022 DATE	EVENT TYPE	LOCATION	EVENT LEADER	AUDIENCE TYPE	MALE	FEMALE	Demographic Breakdown	TOTAL STUDENTS	PARENTS	ISD REPS	CC REPS	PRECINCT	MALE2	FEMALE3	TOTAL INFLUENCERS	TOTAL CONTACTS	TEACHER PACKETS	OUTCOMES/RESPONSE CARDS	NOTES	Virtual or In Person or Video	

Formal Presentations/Speaking Engagements & Hosted EA Events

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants	Follow-up (number)	Type of follow-up	Results

Quality of Life - Enhancements to the Houston Port Region

Application Date	Municipality/ Organization	Award Y or N	Award Amount	Address	Precinct	Contact	Year-to-Date Awards	Project Summary	Leverage Funds/Total Project Cost	Commissioner Notified Y or N

Upon Request

Material Type	Event Type	# of Seats and/or # of Copies	Publication	Date	Recipient and/or Attendee	Contact	Request Summary

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - L11 (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
ECONOMIC ALLIANCE - HOUSTON PORT REGION

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Economic Alliance - Houston Port Region** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Baytown-West Chambers County Economic Development Foundation
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND BAYTOWN-WEST CHAMBERS COUNTY
ECONOMIC DEVELOPMENT FOUNDATION**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Baytown-West Chambers County Economic Development Foundation hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement").

Additionally, to the extent feasible, the Recipient will use the resources and collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

- (b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

- (d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

- (a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- (b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

- (c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:
- a) 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, Two Million Dollars (\$2,000,000.00)

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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) 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.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the ____-month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the ____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of ____ (____) monthly Invoices, one following each month of the ____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the

monthly Recipient Report and Performance Measures, to the Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V

Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Baytown-West Chambers County Economic Development Foundation
Attn: B.J. Simon, Executive Director
mailing address: 1300 Rollingbrook Dr., Suite 505,
Baytown, TX 77521

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.

Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as


required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**BAYTOWN-WEST CHAMBERS
COUNTY ECONOMIC
DEVELOPMENT FOUNDATION**

ATTEST:

By: _____
Name: _____
Title: _____

OFFICER:

By: _____
B.J. SIMON
President/CEO

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



Economic Development Scope of Work

Submitted to:



December 16, 2022

baytownedf@baytownedf.org

www.baytownedf.org

**Harris County Department of Economic Equity & Opportunity (DEEO)
Economic Development Services
December 16, 2022**

Section 1. Introduction.

The Baytown/West Chambers County Economic Development Foundation (EDF) is a 501(c) (6) Corporation, created in September 1986 to enhance economic activity in its service area by attracting new investment to create and preserve jobs. The EDF area of operation is the City of Baytown (proper and ETJ), certain unincorporated areas of east Harris County, and the entirety of Chambers County. The EDF Board of Directors is comprised of units of local government, industry, financial institutions, developers, and appropriate stakeholder representatives totaling thirty-five members. The EDF service area also encompasses the jurisdictions of Port Houston, the Cedar Bayou Navigation District, the Chambers-Liberty Navigation District and Chambers County Improvement Districts 1-3.

In efforts aligned with the mission, vision, and strategic initiatives of the DEEO, in and for the 2023 funding request, the EDF proposes to enter into an agreement with the Harris County DEEO to provide economic development services as detailed in this document. The EDF hereby represents and warrants as follows:

- a. The EDF is engaged in on-going efforts to attract new businesses to and encourage the expansion of existing businesses in its service area in a manner which directly and indirectly benefits DEEO: <http://baytownedf.org/news-media>.
- b. The EDF covenants that it shall actively work to productively coordinate and build upon its activities with the DEEO and other area economic development organizations in efforts to achieve stated DEEO strategic objectives optimally and efficiently.
- c. The EDF represents and warrants that it is a non-profit economic development organization, the principal purpose of which is the promotion of economic development in the EDF service area.

Section 2. Scope of Work

The EDF shall partner with the DEEO to provide the following economic development services designed to promote or develop new or expanded business enterprises that create or retain primary jobs, promote new or expanded business development in the EDF area of operation in a manner consistent with inclusive economic development.

Item A -Facilitate and Enhance Job Creation through Business Development

Goal: Job creation and broadened employment opportunities serve as springboards for entrepreneurial pursuits by Harris County residents. The EDF will continue to facilitate, develop, and implement programs designed to assist existing and new business and industry to form new ventures, expand existing assets and broaden the employment base, with special focus on Minority-and Women Owned Business Enterprises (M/WBE). Areas of effort are described below:

- a. Advocacy & Outreach. The EDF serves as an advocate for and provides technical assistance to business and industry. The EDF will assist existing and new companies seeking to locate or expand operations in the EDF service area. Assistance will include site and infrastructure availability and capacity, intermodal transport linkages, identification, and explication of incentive programs, filing procedures, and introduction to state and local permitting agencies.

The EDF prepares and responds to requests for information (RFI) from prospects considering expanding or locating in the service area. The EDF facilitates tax incentive negotiations & programs including Chapters 312, 380, and 381 of the Texas Tax Code, and facilitates participation in Foreign Trade Zones #84 and #171.

In addition to the activities cited on the Recipient Report and Performance Measures (RRPM) Spreadsheet Performance Reporting / Metrics: Activity Report (AR) per reporting period. AR will include detailed information for each RFI response, including the following variables:

- Harris County Precinct
- Type of Project
- Capital Investment
- Job Creation / Job Type
- Wage Range
- Industry NAICS/SIC Code
- Status

In complement, the EDF will engage in activities designed to inform and educate the business community about the importance of the DEEO vis-à-vis economic development and the impact that maximizing Harris County assets has upon inclusive economic development critical success factors, as defined. The EDF will develop and deploy communications likely to result in increased opportunities for M/WBE entrepreneurship and disadvantaged business enterprises in the EDF service area.

Performance Reporting / Metrics: Activity Report (AR) per reporting period, along with associated collateral.

- b. Business Retention, Expansion, & Redevelopment Assistance. Consistent with Item a., the EDF shall steward federal, state, and local policies and programs designed to assist and promote the efforts of businesses and M/WBE entrepreneurs to form new ventures and/or to expand existing ventures particularly in these sectors: http://baytownedf.org/images/uploads/Target_Industry_Report.pdf.

Performance Reporting / Metrics: Activity Report (AR) per reporting period. AR will include Projects Sited; M/WBE Engagement; & Economic Impact. RFI responses with the following variables per RFI:

- Harris County Precinct
- Type of Project
- Capital Investment
- Job Creation / Job Type
- Wage Range,
- Industry NAICS/SIC Code
- Small Businesses Assisted (Total)
- Percentage of M/WBE Businesses Assisted of Total

M/WBE Engagement will consist of outreach activities and awareness building with new and existing businesses.

Performance Metric: Activity Report (AR). AR will include quantitative, qualitative, and geographic data per reporting period.

Economic Impact of each project will be calculated using job creation estimates via the JobsEQ platform (Sample report is attached).

- c. Work Force Development. A viable workforce development strategy requires a strong partnership of employers, economic development organizations, workforce organizations, educational institutions, philanthropic organizations, government, and non-governmental entities. Consistent with this, the EDF will continue its collaboration with Lee College and area school district CTE programs and participate in and support several activities focused on the continued growth and development of the regional workforce, namely the EDF Economic Development HR Network (EDHRN), Community College Partnership Initiative for Workforce (CCPIW - <https://www.lee.edu/workforce/ccpiw/>) , UpSkill Houston, along with complementary programming emergent from DEEO initiatives.

Performance Reporting / Metrics: Activity Report (AR). The AR will include EDF activities supporting the above-referenced organizations. Measures of success will include the following:

- Employer Skills Development Fund Grant Utilization
- Employees Trained
- Talent Recruitment and Retention Efforts
- Program Development
- Grant and Funding Support Efforts
- Task Force Participation and Contribution

- d. Incubator without Walls. The EDF will continue to provide assistance to start-up M/WBE through the coordination and application of existing programs from multiple sources. Efforts will be interoperable with regional business development programs and training opportunities and services provided by the Lee College Small Business Development Center (SBDC), the University of Houston SBDC, the SBA, the Greater Houston Women's Chamber of Commerce, and the Baytown Brunson Entrepreneur Center.

Performance Reporting / Metrics: Activity and Outcomes Report (AOR). The AOR will include the following metrics:

- Referrals & Outreach
- Follow-Ups
- Business &/or Product Launches
- M/WBE Referrals

Targeted outreach to M/WBE, needs assessments, and awareness building will be effectuated through partnering with the DEEO and the above-referenced partner organizations.

- e. Research, Statistical Analysis, and Data Analytics. The EDF conducts research designed to identify area weaknesses that impact inclusive economic development and will work in concert with the DEEO, units of local government, and allied economic development organizations to develop plans, strategies, and funding sources to ameliorate identified problems. The EDF shall function as a

clearinghouse to the DEEO for evergreen demographic, statistical, economic, government, educational, labor/workforce information through the use various applications, including the JobsEq (<https://www.chmura.com/software>), SiteSeer (<https://www.siteseer.com/>), and Placer Ai (<https://www.placer.ai/>) platforms.

Performance Reporting / Metrics: Activity Report which includes metrics with a complete listing of research reports produced, a summary report of the type of research and data analytics produced, along with copies of the research reports and data analytics produced during the reporting period.

- f. Cooperation with Other Entities. The EDF will participate in joint projects of mutual benefit with or supply appropriate information requested by the DEEO and/or other economic development organizations.

Performance Metric: Activity Report.

Item B -Facilitate and Enhance Freight Mobility

Goal: To increase shipping container throughput and engender container-on-barge transportation by promoting and designing direct multimodal routes/links with the Port Houston system and by attracting new companies that utilize containers in shipping. Opportunities for M/WBE entrepreneurship in supply chain and the plastics circular economy will be of special interest and exploration.

- a. Freight Mobility: The EDF will continue its work with Harris County Precinct 2, Port Houston, the H-GAC, Chambers County, the City of Baytown, TxDOT, and other stakeholders to manage freight mobility in the integrated economic area referred to as “Metro East”, which consists of Harris County Precinct 2 and Chambers County Precincts 3 and 4. This will be done in harmony with legislative and administrative structures in the region, including the Cedar Bayou Initiative (<http://www.h-gac.com/cedar-bayou-initiative/default.aspx>).

Performance Reporting / Metrics: Activity Report. The AR will include the following metrics:

- Promotional Engagement (meetings, seminars, conferences)
- Activities related to M/WBE to inform on opportunities in supply chain and plastics circular economy in Metro East.
- Attendees and M/WBE Engagement

Item C –Visibility and Awareness Building

Goal: To organize and conduct a coordinated marketing program to positively influence the attitudes of local, national, and international business decision makers by drawing attention to area strengths, alignment with key site selection criteria, and opportunities to support DEEO initiatives. Work items include:

1. Formulating a strategy designed to effectively reach targeted companies to educate them about the potential of locating to the area and collaborating with the DEEO;
2. Developing appropriate incentive frames that attract and assist targeted companies;
3. Preparing and distributing material that concisely conveys the facts regarding the potential in the region;

4. Meeting with decision makers and site selection consultants; and
5. Attending Trade Shows. The EDF shall participate, along with the DEEO and other EDO allies, in trade forums, virtual or otherwise, promoting one or more of the following industries:
 - Manufacturing / Advanced Manufacturing;
 - Petrochemicals;
 - Logistics / Distribution Centers; and
 - Retail, Healthy Lifestyles, Recreation & Tourism.

Performance Reporting / Metrics: Strategic Plan Developed / Deployed. Reporting will include the following quantitative data:

- Marketing Events Conducted
- Company Contacts
- Trade Shows Attended and Lead Types Developed.
- Site Visits Conducted
- Projects Landed

Item D -Areas of Collaboration

Goal: To routinely partner and collaborate with DEEO vis-à-vis Economic Development.

- a. Inclusive Economic Development. The EDF will champion DEEO efforts.
- b. Board Membership. The EDF shall designate a voting membership position on the EDF board for the DEEO.
- c. Programming Opportunities. The EDF will involve the DEEO in various programs, (e.g., symposia, chamber of commerce expos & galas, focus groups, etc.)
- d. Organization Development (OD). The EDF will seek to engage DEEO staff in all appropriate strategic EDF OD efforts.

Sincerely,

B. J. Simon

President / CEO

**Baytown-West Chambers County
Economic Development Foundation**

1300 Rollingbrook Drive, Suite 505

Baytown, TX 77521

O (281) 420-2961 M (832) 339-3889

bjsimon@baytownedf.org / www.baytownedf.org

HARRIS COUNTY
 LGC 381.004 Economic Development Organization Agreement
 EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Corporate Attraction and Expansion

Provider Name: Reporting Period: Monthly

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact / Referral	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type [1]	CapEx INVESTMENT (millions)	Inquiry or Prospect Details						Incentive Programs				Status Update/ Comments
											Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State	

[1] Type of Project: New, Expansion

Economic Development Programs

Provider Name: Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
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[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____,
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
BAYTOWN-WEST CHAMBERS COUNTY ECONOMIC DEVELOPMENT FOUNDATION**

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Baytown-West Chambers County Economic Development Foundation** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$ _____ .00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Lone Star College
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
LONE STAR COLLEGE**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Lone Star College hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.

- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

(a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) 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.**

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

- a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) 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.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the _____-month period beginning _____, and ending **September 30, 2023.**

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the _____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the "Award"). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient's sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of _____ (__) monthly Invoices, one following each month of the _____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice,* Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V

Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B "Duplication of Benefits Attestation" is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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"). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict

compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Lone Star College
Attn: Stephen C. Head, Ph.D., Chancellor
5000 Research Forest Dr., The Woodlands, TX 77381

Attn: Linda Leto Head, Senior Associate Vice Chancellor
Division for External and Employer Relations
20515 SH 249 Building 11, Suite 11200, Houston, Texas 77070

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

ATTEST:

By: _____
Name: _____
Title: _____

LONE STAR COLLEGE

OFFICER:

By: _____
STEPHEN C. HEAD, Ph.D.
Chancellor

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>

Lone Star College

Harris County 381 Program Scope of Work

October 1, 2022 – September 30, 2023

Submitted on: August 29, 2022

Lone Star College (LSC) has been providing workforce and academic transfer training and education successfully in Harris County since 1973. Lone Star College has become the institution of choice for Harris County residents with six of our seven campuses based in Harris County and a service area that intersects with Precincts 1, 2, 3, and 4, please refer to the map attached. We offer associate and bachelor's degrees, English as a Second Language and GED Preparation classes, fast-track certifications, and customized training. Lone Star College plays an integral role in the community through strong partnerships with area independent school districts (ISDs), government entities, businesses, non-profit organizations, chambers of commerce, economic development organizations, and the military bases within the state as our servicemen and women transition into civilian life in the greater Houston area. Due to our size and our reputation with workforce and economic development, we have extensive experience in leading grants related to economic and workforce development activities.

North Houston Economic Development Center (NHEDC)

The North Houston Economic Development Center (NHEDC) works in collaboration with area economic development organizations, chambers of commerce, industry leaders, and government agencies to ensure that Harris County continues to provide value and profitability to both established businesses and those seeking to relocate or expand to the region. Data reporting, assessment research, and development of physical and digital marketing materials are some of the services offered by the Center. Through the NHEDC advisory council and Lone Star College Chancellor's industry advisory councils, we build relationships and strategically plan for workforce development efforts. Our industry company advisory councils include:

- Community Organizations
- Construction Trades
- Emergency Services
- Energy, Manufacturing & Skilled Trades
- Healthcare Professionals
- Independent School Districts (17 public ISDs to include Houston ISD)
- Information Technology

- Transportation and Global Logistics

Memberships

Memberships in diverse professional organizations such as the Greater Houston Partnership, Houston Hispanic Chamber of Commerce, the Houston Black Chamber, and the Greater Houston Women’s Chamber of Commerce is a valuable resource made available through the receipt of 381 Program funds. The opportunity for area chambers of commerce, economic development organizations, and government entities to connect with business professionals, learn from thought leaders, and gain critical insights to make informed business decisions is essential for continued economic growth. The relationships developed between these member organizations and the political, economic, chambers, and Lone Star College through their events and activities is the most important benefit, but we also receive additional data and information to add to what we offer regularly in both formal and anecdotal manners.

Our membership agreements typically include a table of 10 or admission tickets a wide variety of monthly events to which we offer half of the allocated seats per event for use by Harris County Commissioners Court Offices and Department of Economic Equity and Opportunity staff.

Data Reporting

Lone Star College provides ongoing data snapshots of both economic (business) and community (household) data along with labor market current needs using various reporting tools. These reports provide government, business/industry, and educational entities with relevant information to support economic and workforce development in Harris County. With the fast and ever-changing business and access to modern technologies, we can pull ad-hoc reports to supplement our monthly updates.

External and internal community and economic development partners can request data reports via the online request form on the NHEDC website which enables us to track the number of requests received, type of data requested, type of business structures, how the data will be used, training and employment needs and more. The request form can be accessed at <https://www.lonestar.edu/economicdevelopment/ReportRequest.htm>. LSC does not receive RFI requests direct, however, we can support our community partners with data and information needed to complete the requests in a timely manner.

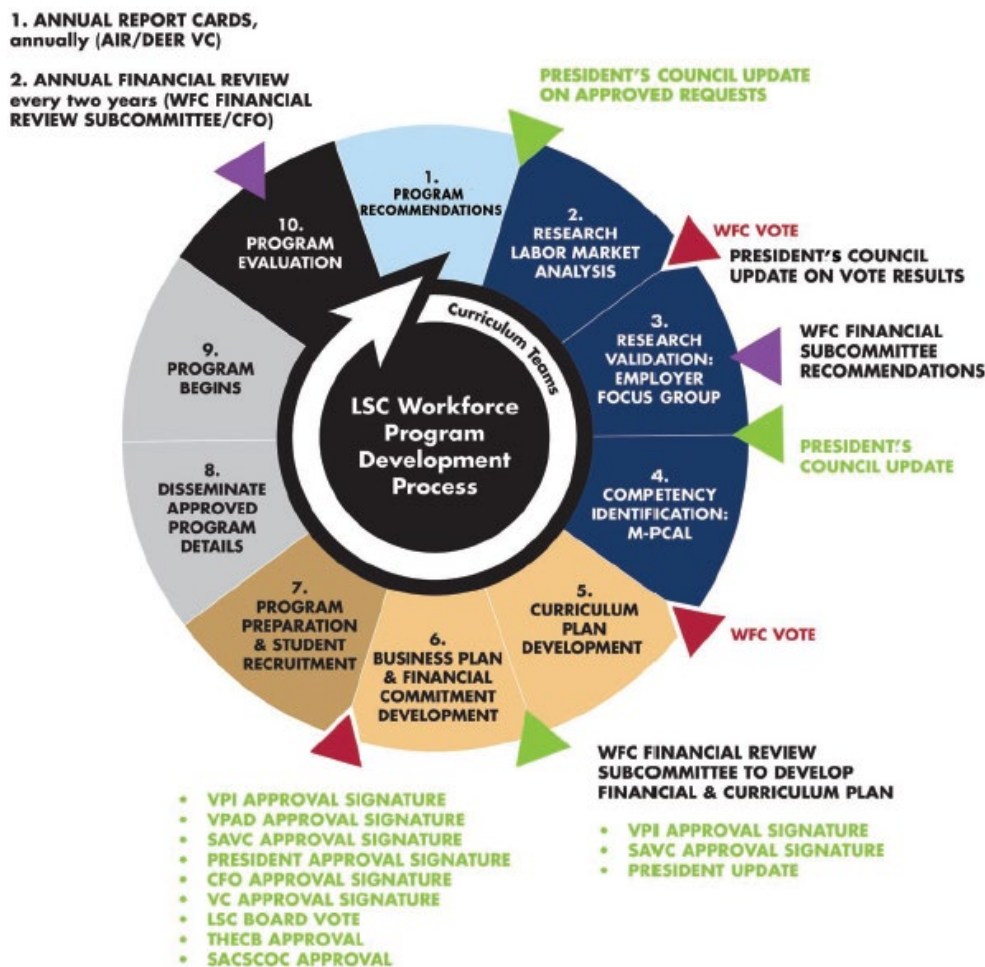
In addition, we conduct an entire environmental scan to show the supply of workforce program completers matched to the current labor market date and projected demand to help identify gaps in the supply from both high schools and community colleges. Lone Star College requests a Labor Market Environmental Scan be conducted by EMSI/Burning Glass every two years as was done during

the time Lone Star College served on the task force to develop the Harris County Department of Economic Equity & Opportunity. The reports are shared with Lone Star College campus presidents, chambers of commerce, economic development organizations, businesses, and ISDs.

Workforce Development

Lone Star College is committed to supporting the economic vitality and continued success of corporations and small businesses in the greater Houston area through the development of a highly skilled talent pool. In fact, LSC has a free website to connect any community member we serve to the companies hiring in those same areas.

Our 10-stage workforce development process ensures that we develop programs that are relevant and provide the essential skill sets to meet the needs of a growing economy. Below is an overview that describes the program development process in detail.



As you can see, program evaluation and the data-driven input mentioned earlier is the start and end in an ongoing cycle of analysis and program development. But the real key are the employers. Faculty do not make the decisions on what to offer, when to update or when to close a program. It is the employers that drive those decisions based on their current and future needs. We share this with the NHEDC annually and work as a leader with the other eight community colleges in the Houston MSA.

Please see below a listing of current and future program offerings as an example of Lone Star College's capacity to conduct workforce training in an effective and efficient manner.

In-progress:

- Automotive Lubrication Technician
- Automation and Electronics Technician
- Bilingual Interpreter Expansion
- Barbering
- Cloud Computing
- Computer Programmer, Level 1 Certificate Expansion
- Electrical Technology OSA and Level 1 Certificate Expansion
- Emergency Management AAS and Bachelor
- Human Services, Level 1 Certificate Expansion
- Land Surveyor Level 1 Certificate Expansion
- Law Enforcement Academy, Basic Peace Officer
- Mechanical Engineering AS Expansion
- Medical Laboratory Technician

Pending:

- Artificial Intelligence
- EV Charging Station Installation and Maintenance Level 2 Certificate
- Patient Care Tech Certificate
- Tax Certification Certificate
- Water/Wastewater

Advising and Special Courses

Lone Star College is constantly working to personalize the educational experience and tailor processes to best suit each student's individual needs. The implementation of Pre-Admissions Advising is a key tool in ensuring that student communication is clear and consistent with their values, pathways, and goals. LSC Advisors empower our diverse student population by equitably engaging them in learning-centered experiences to develop personalized education and career plans through participation in collaborative relationships.

English for Speakers of Other Languages (ESOL) courses give students the knowledge and skills they need to become successful English language speakers. Lone Star College offers ESOL courses at no cost for students. ESOL students improve their reading, writing, speaking, and

listening skills and gain confidence when communicating with other English Speakers. ESOL courses are offered with support from the Gulf Coast Workforce Board to help individuals find a job, keep a job, or get a better job.

Lone Star College also prepares students for the General Educational Development (GED®) official test. LSC offers both tuition-based and grant-funded programs to assist students in getting ready in the four GED® test subject matters: Mathematical Reasoning, Reasoning through the Language Arts, Social Studies, and Science.

Marketing

With funds from this agreement, we assist NHEDC advisory council members with business recruitment and retention efforts by generating physical and digital marketing materials, broadcasting the benefits of doing business in their communities, Harris County, and surrounding region. Economic Highlight booklets are updated on a 12-to 18-month cycle for our chambers of commerce and economic development partners ensuring that the information remains applicable and reflective of their respective environments. The information included in these digital look books includes but is not limited to community demographic profiles, employment and wage trends, industry, and occupational snapshots with the potential to reach the 2.4 million people in the Lone Star College service area and beyond.

Community Leadership

Although not a program funded by this agreement, Leadership North Houston is another service provided by Lone Star College for business professionals in North Houston and Harris County. The development of civic leadership from all industry sectors that is effective, knowledgeable, and engaged carries beyond the classroom and helps the business community understand and respect the inter-workings of our county. CDI Texas is an additional resource available through Lone Star College providing practical, interactive, and comprehensive training to meet the needs of economic and community development professionals in Harris County. Completion of CDI Texas is a requirement to obtain the nationally recognized Professional Community Economic Development (PCED) certification.

Submitted by:

Linda L. Head

Senior Associate Vice-Chancellor
External and Employer Partnerships
Lone Star College and Lone Star Corporate College
832.813.6816 office · 832.233.4074 cell

lhead@lonestar.edu

Kay L. Fitzsimons

Executive Director

Leadership and Economic Development

Lone Star College

832.813.6623 office · 280.330.5494

kay.l.fitzsimons@lonestar.edu



HARRIS COUNTY
 LGC 381.004 Economic Development Organization Agreement
 EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Corporate Attraction and Expansion

Provider Name: Reporting Period: Monthly

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact / Referral	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type [1]	CapEx INVESTMENT (millions)	Inquiry or Prospect Details						Incentive Programs				Status Update/ Comments
											Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State	

[1] Type of Project: New, Expansion

Economic Development Programs

Provider Name: Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
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[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - L11 (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
LONE STAR COLLEGE**

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Lone Star College** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Katy Area Economic Development Council
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
KATY AREA ECONOMIC DEVELOPMENT COUNCIL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Katy Area Economic Development Council hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.

- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

(a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) 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.**

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

- a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) 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.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the _____-month period beginning _____, and ending **September 30, 2023.**

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the _____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the "Award"). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient's sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of _____ (__) monthly Invoices, one following each month of the _____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V

Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B "Duplication of Benefits Attestation" is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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"). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict

compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Katy Area Economic Development Council
Attn: Chuck Martinez, President/CEO

mailing address:
P.O. Box 970, Katy, Texas 77492

physical address:
2002 West Grand Pkwy North, Suite 220, Katy, Texas 77449

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**KATY AREA ECONOMIC
DEVELOPMENT COUNCIL**

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
CHUCK MARTINEZ
President/CEO

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>

KATY AREA ECONOMIC DEVELOPMENT COUNCIL
FISCAL YEAR 2022-23 STATEMENT OF WORK FOR HARRIS COUNTY COMMISSIONERS COURT AND
DEPARTMENT OF EQUITY AND ECONOMIC OPPORTUNITY

INTRODUCTION

Katy Area Economic Development Council (KAEDC) is a 501(c)6 public/private non-profit corporation collaborating with government, businesses, academic institutions, and business support organizations to lead economic development efforts of the Katy region, which includes the unincorporated area of Cypress. A Board of Governors oversees KAEDC operations and the activities of the Council's professional staff. The collaboration between KAEDC and Harris County Department of Economic Equity and Opportunity (DEEO) is supported through a Chapter 381 Agreement, which sets out the County's Economic Development Goals, along with proposed direction for KAEDC Primary and Secondary Activities.

PURPOSE

The purpose of KAEDC collaborations with Harris County DEEO is to prioritize KAEDC activities leading to deliverables that are directly aligned with the vision of Harris County and the mission of the DEEO. Funding provided by the Agreement is matched by KAEDC revenue and in-kind expenses (per the Agreement) and utilized by KAEDC to attract new business, support existing companies, and provide resources, data, activities, and direct assistance to the Katy Area business community, particularly in our service jurisdiction within Harris County.

CORE SERVICES

In order to build upon past success in identifying, attracting and retaining businesses that will add to the tax base and provide well-paid jobs, KAEDC strives to (1) build a comprehensive real estate portfolio to competitively meet the needs of prospects and expanding businesses, (2) respond to RFI's, typically from the State of Texas, Greater Houston Partnership, and local real estate brokers, with comprehensive and valuable data on available properties, demographic data and community advantages, (3) support growth opportunities for existing and prospective businesses by identifying and accessing resources for expansion, talent development & workforce training, incentives & funding sources, procurement opportunities, and other types of assistance, (4) promote the Katy area and Harris County as the location of choice for new, expanding and relocating businesses, (5) identify and support the systems and institutions that enhance the quality of life for all citizens residing in our jurisdiction, and (6) raise the Katy Area's international profile for US-expanding companies.

PROGRAMS & WORK ACTIVITIES

- I. **Build and Expand the County's Tax Base while Creating New Employment Opportunities by Promoting the Katy Area and Harris County** - KAEDC responds to RFI's with proposals utilizing a multi-faceted database and real-time software solution. We proactively respond to each business engagement opportunity with a customer service eye toward matching business needs and interests with available community resources and properties, as well as the impact prospects a business project can have on improving the area's diverse and stable employment. Supporting the attraction of international trade to the region, KAEDC is working with the City of Katy, Port of Houston and real estate entities toward designation of a 200-acre commercial site as a Magnet Site Foreign Trade Zone.

Fiscal Year 2022-23 Scope of Work –

- Continue to proactively cultivate leads for company projects through strategic relationship development and promoting the competitiveness of the Katy region and Harris County, including respond to inquiries and referrals generated through KAEDC industry outreach and business networking efforts. The attached spreadsheet (Template #1 – Corporate Attraction and Expansion) will be updated and submitted monthly to Harris County DEEO.
- Ongoing refreshment and branding of the KAEDC website to provide general and customized site selection information, available properties, area workforce data, incentives for new and existing businesses, and community/market demographics.
- Continue efforts to secure a Magnet Site Foreign Trade Zone designation within City of Katy.
- Maintain outreach and regular communication with international and nationwide corporate/industrial representatives, site selectors, commercial real estate developers/brokers, and state/regional economic development organizations. The attached spreadsheet (Template 2 – Economic Development Programs) will be updated and submitted monthly to Harris County DEEO
- Continue to attract qualified foreign direct investment opportunities through strategic relationships, e.g., Aberdeen-Houston Gateway, Houston’s Consular Corps, State of Texas Economic Development Office, Katy Asian Town, and The Indus Entrepreneurs (TiE).
- Recruit/organize international trade delegations from target world geographies to the Katy Area and Harris County, including establish a KAEDC International Gateway Program.
- KAEDC marketing to industries in 2022-23 will include participation in site selection events, advertising and articles in business publications and other community media, along with KAEDC e-newsletters and a continued presence on social media. Prospect leads received as a result of marketing efforts will be captured.
- Continued networking and integration of the new KAEDC President/CEO to regional marketplace and business support ecosystem will open opportunities for media interviews and additional exposure for KAEDC and Harris County.

II. **Business Retention & Expansion** – KAEDC helps existing businesses in the Katy Area to grow, responding to referrals and leads generated through relationships developed with peer organizations as well as sustainability outreach to targeted industries of the region. The previously developed Katy Area Business Opportunity Directory with listings for over 2,000 businesses – a majority of which included Minority and Women-Owned companies, accomplished its purpose and is now being planned to transition to become a new resource, a Katy Area Corporate Relocation Guide. KAEDC Board of Governors’ Diversity Committee was previously established having corporate and educational representatives to raise awareness on and support equity opportunities in the area marketplace; the Diversity Committee is moving to have closer alignment with the KAEDC Board of Governor’s Human Resource Networking Committee alongside a new community collaboration with HR Houston, an affiliate mega chapter of the national Society for Human Resource Management. KAEDC is planning to repeat hosting a Procurement & Business Opportunity Conference that will be attended by business certification organizations and groups with procurement opportunities, e.g., U.S. Small Business Association, University of Houston, Houston Community College, Harris County Purchasing Department/DEEO, Houston Minority Supplier Development Council, Texas Veterans Commission, and others. KAEDC continues to host meetings,

provides speakers and support for the KAEDC Districts Council, a group comprised of representatives of area Municipal Utility Districts, Emergency Service Districts, and other Special Purpose Districts to address common issues affecting these organizations. New activities that support Business Retention & Expansion activities will be reflected in the Template #2 – Economic Development Programs.

Fiscal Year 2022-23 Scope of Work –

- KAEDC continues to support Disadvantaged, Minority and Women-Owned businesses within the Katy area and offers interested companies, a low-cost membership plan (discounted half of the Associates Level dues) for Non-Profit, Minority and Women-Owned businesses with under ten employees. Future membership outreach and future events/activities engaging such businesses will be reported on Template #2 – Economic Development Programs.
- KAEDC Board of Governor’s Diversity Committee, in conjunction with the KAEDC Board of Governor’s Membership Committee will continue efforts to identify and attract new members from all levels of business as well as provide diversity content to KAEDC members and non-members during outreach. Reporting metrics to be included in Template #2.
- Continue to provide marketplace resources and direct assistance on project opportunities, including demographics, liaison with governmental entities, and information on tax incentives, workforce training, state/federal grant assistance, and other market statistics. All assistance provided will be captured on Template #2.
- Continue engagement relations with business certification agencies, e.g., TX Department of Transportation’s Texas Unified Certification Program, City of Houston Office of Business Opportunity, Women’s Business Enterprise Alliance, Houston Minority Supplier Development Council, Texas Veterans Commission, and others for resources to HUB, MBE, WBE, DBE and VBE clients.
- Continue to host meetings, provide speakers and support for the KAEDC Human Resources Networking Committee, in alignment with a new collaborative relationship with HR Houston, on best practices in the workplace. This committee is representative of KAEDC members as well as area industry guests. Related events of the Committee will be captured along with any referrals and assistance provided and reported on Template #2.
- Continue monthly meetings and events for KAEDC Districts Council, to be reported monthly on Template #2.
- Explore the establishment of a KAEDC Regional MUD Summit with event programming to be developed in collaboration with stakeholder institutions and professional service companies. Summit event attendance will be reported along with any project referrals on Template #2.
- Continue to network with area healthcare service providers, which include several institutions represented on the KAEDC Board of Governors and general membership, e.g., Houston Methodist West Hospital, Memorial Hermann-Katy Hospital, Texas Children’s Hospital-Texas Medical Center West Campus, Kelsey-Seybold Clinic, and MD Anderson.
- Continue to support Greater Houston Partnership in repositioning the region’s life sciences industry strategy, including continue communications with the Harris County Hospital District to increase available services to the Katy Are population from District’s capacities.

III. Support and Network with Local and State Officials, Area Economic Development Organizations and Chambers of Commerce – KAEDC has, serves and benefits from strategic collaborative

partnerships with the Texas Governor’s Office, Katy area state/federal legislative delegation, Harris County DEEO, Harris County Agriculture Extension Agent, City of Katy, City of Fulshear, Houston-Galveston Area Council, Fort Bend Economic Development Council, Katy Area Chamber of Commerce, Fulshear-Katy Area Chamber of Commerce, Cy-Fair Houston Chamber of Commerce, West Houston Association, Energy Corridor District, and Greater Houston Partnership. Available/emerging greenfield and developed commercial real estate properties in our service jurisdiction are profiled in submitted KAEDC site selection proposals to the State, regional partners, and directly to inquiring business prospects. Monthly KAEDC General Assembly meetings for members, stakeholders, and business/industry guests will continue to be formatted on marketplace topics and speakers that can help KAEDC to effectively enhance business and investment confidence of the Katy Area that includes Harris County, Fort Bend County, and Waller County.

Fiscal Year 2022-23 Scope of Work –

- Regarding current and emerging transportation (mobility and logistics) needs of the Katy area, KAEDC continues to facilitate discussions with the Texas Department of Transportation I-10 Corridor Study Group, Harris County Public Infrastructure and Road & Bridge, City of Katy, Harris County Toll Road Authority, Fort Bend County Toll Road Authority, Houston-Galveston Area Council, METRO (Metropolitan Transit Authority of Harris County), Port of Houston, Union Pacific Railroad, BNSF Railroad, and other groups.
- Local government entities represented on the KAEDC Board of Governors and general membership includes Harris County, Fort Bend County, City of Katy, City of Fulshear, and Katy Independent School District. KAEDC will continue to maintain active project communications and close collaboration with Harris County DEEO on program direction and prospect opportunities.
- KAEDC continues planning of a marketplace workshop with the Texas Governor’s Office of Economic Development to showcase mutual assistance to businesses exploring opportunities to launch/expand/relocate in the Katy area. Event audience will be reported along with any project referrals on Template #2.
- KAEDC is planning an Economic Outlook Conference that features marketplace demographic data, information on area commercial/residential real estate developments, and the Katy area’s economic climate standing juxtaposed by industry trends as well as growth projections in Greater Houston, state and national economy. Event audience will be reported along with any project referrals on Template #2.
- Continue to collaborate with regional economic development peers, including opportunities to deliver marketplace presentations at area professional association events and represent the Katy area at industry networking events involving Texas Economic Development Council, Texas Economic Development Corporation, the Southern Economic Development Council, and International Economic Development Council.
- Continue support of informational opportunities for development bond/mobility projects.
- Identify and collaborate with public and private sector stakeholders hosting industry engagement events and informational activities that promote the advancement of the Katy area marketplace.

- Continue active KAEDC communications, collaborations, and association with the following local development-focused organizations:
 - Greater Houston Partnership and its Houston Regional Economic Development Alliance
 - Harris-Galveston Area Council
 - West Houston Association
 - Energy Corridor District
 - Katy Area Chamber of Commerce
 - Fulshear-Katy Area Chamber of Commerce
 - Cy-Fair Houston Chamber of Commerce
 - City of Fulshear Economic Development Corporation
 - Resilient Houston/Flood Alliance Coalition
 - Association of Water Board Directors

IV. Collaborate with Educational Institutions on Workforce Training Initiatives and Entrepreneurship –

KAEDC is committed to supporting classroom-to-industry-to-community interactions to inspire and help students develop the knowledge and skills for today’s workforce and for succeeding in industries of the future. KAEDC maintains a seat on the Advisory Boards for University Houston-Katy Campus, University of Houston Victoria-Katy Campus, as well as for Houston Community College Northwest Katy Campus. Labor force competitiveness in the Greater Houston region continues to be a focal point for KAEDC’s strategic economic development activities. New school/industry partnerships are emerging with Katy Independent School District, Cy-Fair Independent School District, and several private K-12 education institutions. As a resource to help support collaborative initiatives, KAEDC established Katy Technical Education Fund, a 501(c)3 in support of workforce development and technology initiatives in education.

Fiscal Year 2022-23 Scope of Work –

- Continue active workforce development collaborations with the University of Houston-Katy Campus, University of Houston Victoria-Katy Campus, Houston Community College Northwest Katy Campus, Lone Star College-Cypress Center, Katy Independent School District, Cy-Fair Independent School District, and private education institutions to connect resources and training programs with the needs of area employers.
- Continue support on the buildout of University of Houston-Katy Campus, University of Houston Victoria-Katy Campus, and Houston Community College Northwest Katy Campus.
- Continue collaboration with the University of Houston’s Texas Gulf Coast Small Business Development Center to access resources for new and existing businesses.
- Continue collaborations with the Texas Workforce Commission, local Workforce Solutions office, and Gulf Coast Workforce Development Board to access skills development resources for new and existing businesses. Document KAEDC supported business projects of employer success with education, training and workforce resources.
- Continue targeted industry engagement collaborations with the Association for Materials Protection and Performance (formerly known as NACE, the National Association of Corrosion Engineers).

HARRIS COUNTY
 LGC 381.004 Economic Development Organization Agreement
 EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Corporate Attraction and Expansion

Provider Name: Reporting Period: Monthly

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact / Referral	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type [1]	CapEx INVESTMENT (millions)	Inquiry or Prospect Details						Incentive Programs				Status Update/ Comments
											Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State	

[1] Type of Project: New, Expansion

Economic Development Programs

Provider Name: Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
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[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
KATY AREA ECONOMIC DEVELOPMENT COUNCIL**

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Katy Area Economic Development Council** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Houston Hispanic Chamber of Commerce
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
HOUSTON HISPANIC CHAMBER OF COMMERCE**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Houston Hispanic Chamber of Commerce hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

(a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the ____-month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the ____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of ____ (__) monthly Invoices, one following each month of the ____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic Development,

Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Houston Hispanic Chamber of Commerce
Attn: DR. Laura Murillo, President/CEO
1801 Main St., Suite 890 Houston, TX 77002

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris

County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**HOUSTON HISPANIC CHAMBER OF
COMMERCE**

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
DR. LAURA MURILLO
President/CEO

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



**2023
Chapter 381 Agreement
Scope of Work**

Houston Hispanic Chamber of Commerce

**President & CEO
Dr. Laura Murillo**

Requested Funding Amount: TBD

Organization Description/Mission:

In accordance with our mission, the Houston Hispanic Chamber of Commerce is the leading regional advocate for the economic and civic interests of the Hispanic business community. The Houston Hispanic Chamber of Commerce serves as *The Leader of Houston's New Majority*®.

Spheres of Influence:

Founded in 1977, the Houston Hispanic Chamber of Commerce is the leading regional advocate for the economic and civic interests of the Hispanic business community. Over the past forty years the Chamber's work and impact has allowed it to become the *Leader of the New Majority*. The Houston Hispanic Chamber of Commerce's influence and impact on its members and their business is unparalleled in the region. Through its issue advocacy, its media platforms with an audience reach of more than 3 million people, and its robust membership network, the Chamber is the leading united voice for its members and all of Hispanic Houston.

Number of members: 4,100

Geographic service area: Greater Houston Area

Demographic representation:

The impact the Hispanic community has on the region is undeniable. Representing 42% of the total population in Harris County, Hispanics are the new demographic majority in the region and the Houston Hispanic Chamber of Commerce seeks to serve as the unified voice of this growing population segment.

Initiative	Description	Metric Measures	Amount
<p align="center">2023 Women's Leadership Conference And Business Expo</p>	<p>The Houston Hispanic Chamber of Commerce’s Annual Women’s Leadership Conference & Business Expo highlights the accomplishments and successes of women across all industries and seeks to empower all people – men and women – to reach higher in their personal and professional lives.</p> <p>The Women’s Conference is attended by more than 400 people and features a morning of innovative programming and panel sessions. Previous speakers have included women in media, business, government, and much more. The program’s dialogue centers on career success, personal improvement, and wellness. The Women’s Conference seeks to empower and motivate attendees.</p> <p>\$10,000 Patron Deliverables:</p> <ul style="list-style-type: none"> • Company recognition (Logo) on HHCC event webpage, promo video, invitation, e-blast, and digital materials. • Expo space (6ft) • 12 VIP/Elected Officials Reception & Program Admissions • Patron designation (Logo) in digital program and digital displays • Half-page Ad in the digital event program • Company recognition (Logo) in post-event thank you digital communication to HHCC members 	<p>400+ Attendees in Attendance</p> <p>200 Small Businesses Represented</p> <p>60% Small and/or Disadvantaged Businesses Represented</p> <p>Business Recruitment and Retention</p> <p>MWBE representative selected by Harris County at expo event to encourage attendees on how to become a MWBE</p> <p>Attendees/Audience Harris Country Precinct 1,2,3, & 4</p>	
<p align="center">2023 The State of Hispanics Data Summit And Business Expo</p>	<p>The Hispanic Data Summit is an in-depth analysis of the Hispanic community in the Houston area and its impact on our local economy will be presented.</p> <p>\$15,000 Executive Partner Deliverables:</p> <ul style="list-style-type: none"> • Company recognition (logo) on HHCC event webpage, promo video, invitation, e-blast, and digital materials. • VIP/Elected Officials Reception Sponsor • 20 VIP/Elected Officials Reception & Program Admissions • Expo space (6ft) • Executive Partner designation (with logo) in digital program and digital displays • Half-page ad in event program • Company logo in post-event thank you digital communication to HHCC members 	<p>400+ Attendees in Attendance</p> <p>200 Small Businesses Represented</p> <p>60% Small and/or Disadvantaged Businesses Represented</p> <p>Business Recruitment and Retention</p> <p>MWBE representative selected by Harris County at expo event to encourage attendees on how to become a MWBE</p> <p>Attendees/Audience Harris Country Precinct 1,2,3, & 4</p>	

<p style="text-align: center;">2023 Annual Luncheon and Business Expo</p>	<p>The Houston Hispanic Chamber of Commerce’s Annual Luncheon & Business Expo is the largest in Houston. It is attended by more than 1,600 entrepreneurs, executives, elected & appointed officials, young professionals, and job seekers. The Luncheon Program highlights the Chamber’s work and its impact on our economy and also features remarks from local and national leaders. The Annual Luncheon & Business Expo is comprised of more than 80 exhibitors marketing their services & products.</p> <p>\$50,000 Event Underwriter Deliverables:</p> <ul style="list-style-type: none"> • Company recognition (logo) on HHCC event webpage, promo video, invitation, e-blast, and digital materials • Expo space (18ft) • Annual Luncheon Reception Sponsor • VIP/Elected Officials Reception Sponsor • 20 VIP/Elected Officials Reception & Program Admissions • Event Underwriter designation (with logo) in digital program and digital displays • Full-page ad in event program • Company logo in post-event thank you digital communication to HHCC members • Company Promotional Items on tables at Luncheon Reception • Company name included in Media Campaign, press release and Facebook page • 1-minute Pre-recorded Welcome Remarks by Harris County Judge (non-transferable) to be shown during Luncheon Program 	<p>1600+ Attendees in Attendance</p> <p>400 Small Businesses Represented</p> <p>60% Small and/or Disadvantaged Businesses Represented</p> <p>Business Recruitment and Retention</p> <p>MWBE representative selected by Harris County at expo event to encourage attendees on how to become a MWBE</p> <p>Attendees/Audience Harris County Precinct 1,2,3, & 4</p>	
<p style="text-align: center;">Media Package</p>	<p>With CBS Television & Radio exposure KHOU 11, Quest Texas 55, and Audacy Radio, the Chamber offers partners an opportunity to spread their message to an audience of more than 3 million people. Additional exposure includes Spanish Television & Radio on Univision - UniMas67 and 93.3FM. These opportunities allow gives partners to educate the public on their current initiatives and work in the community.</p> <p>The media package will include the following:</p> <ul style="list-style-type: none"> • 4 - Interviews on HHCC CBS Television & Radio Program to including guest such as Harris County Judge and Harris County Commissioners (3 million audience reach) • 2 - Interviews on HHCC Univision Television & Radio Program (3 million audience reach) • 2 - 30-second commercial on HHCC CBS Television & Radio Program (3 million audience reach) • 2 - 30-second commercial on HHCC Univision Television & Radio Program (3 million audience reach) • 4 – Exclusive post on HHCC social media platform with sponsor. (determined photo, link and messaging related to initiative participation) • Company Logo recognition on HHCC Corporate webpage • 12 Month Premium Platinum Corporate Membership (\$127,132.00 value) 	<p>Encourage business owners to become MWBE via TV and radio program to a 3 million audience reach</p> <p>Social media post announcements about becoming MWBEs</p> <p>Attendees/Audience Harris County Precinct 1,2,3, & 4</p>	
		TOTAL:	TBD

HARRIS COUNTY
 LGC 381.004 Economic Development Organization Agreement
 EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Corporate Attraction and Expansion

Provider Name: Reporting Period: Monthly

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact / Referral	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type [1]	CapEx INVESTMENT (millions)	Inquiry or Prospect Details						Incentive Programs				Status Update/ Comments
											Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State	

[1] Type of Project: New, Expansion

Economic Development Programs

Provider Name: Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
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[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____,
constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
HOUSTON HISPANIC CHAMBER OF COMMERCE

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Houston Hispanic Chamber of Commerce** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Emancipation Economic Development Council
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
EMANCIPATION ECONOMIC DEVELOPMENT COUNCIL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Emancipation Economic Development Council hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

- (b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.
- COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.**
- (d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

- (a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
- (b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the ____-month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the ____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of ____ (____) monthly Invoices, one following each month of the ____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic

Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V

Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Emancipation Economic Development Council
Attn: Alicia Neal, Executive Director

mailing address: P.O. Box 8213, Houston, TX 77288

physical address: 2411 1/2 Holman St., Houston, Texas 77004

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.

Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as


required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**EMANCIPATION ECONOMIC
DEVELOPMENT COUNCIL**

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
ALICIA NEAL
Executive Director

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



Emancipation Economic Development Council

Emancipation Economic Development Council

PO Box 8213

Houston, TX 77288

www.emancipationhouston.org

info@emancipationhouston.org

Harris County Economic Development Draft Scope of Work

381 Agreement

Grant Award \$50,000.00

Harris County Economic Development- Draft Scope of Work - EEDC

FY23 -October 1, 2022 - September 30, 2023

Summary of Activities

Services to be Provided: Provider will perform all services described in the following paragraphs:

- (a) Resilient Entrepreneurship Program (REP) : Provider will coordinate, assist, develop, or conduct workshops, training classes, and programs designed to assist and promote the efforts of local businesses and entrepreneurs to form new business ventures or to expand existing business ventures within the County.
- (b) Marketing and Sales: Provider will organize, conduct, and assist coordinated marketing and sales programs to positively influence attitudes among local, national, and international business decision makers by drawing attention to the County's strengths and advantages, and by promoting the County's quality of life and attractions. The marketing and sales program will target groups and senior executives most likely to result in business relocations and expansions in the County.
- (c) Advertising, Public Relations, and Media Communications: Provider will organize and conduct coordinated communications programs designed to encourage the dissemination, on a local, national, and international level, accurate and detailed information on business opportunities in the County and on successful businesses and the local business climate

Primary:

- The EEDC Resilient Entrepreneurship Program (REP) will host 2 training class in the Spring 2023. Training classes are 12 weeks long and cover a variety of topics such as business plan development, marketing, financials, accounting, etc. as well as, providing weekly one on one sessions to discuss specific business needs. Each training class can accommodate 10 to 12 participants. Classes will begin late in February to May 2023
- Expand the Resilient Entrepreneurship Program to provide more pro bono professional advisors to provide one on one business consulting to program participants.



Emancipation Economic Development Council

Emancipation Economic Development Council

PO Box 8213
Houston, TX 77288

www.emancipationhouston.org
info@emancipationhouston.org

- Host monthly EAMS Business Alliance meeting to address the look and feel of the corridor as well as, develop a marketing plan to help spur economic growth within third Ward.
- Hire a professional photographer and videographer to develop professional brand packages for each business along the EAMS corridor for cohesive Emancipation Avenue Main Street marketing materials.
- Continue to connect business owners to funding opportunities by leveraging lending partnerships and building a funding pool.
- Provide technical assistance implementation strategies for existing business owners in the Emancipation Avenue Main Street District to address specific business needs
- Host more commercial activities to increase the visibility of the small business owners in the community.
- Work with community partners to host a Commercial Real Estate 101 series to help new business owners navigate leasing their first commercial space. The goal is draw more interest in the community to spur economic growth.

Secondary:

Collaboration with local stakeholders and business professionals to expand our REP support program to offer consulting services focused on understanding financials, business lending, human resources and business growth and scaling.

Continuing to support and promote local businesses sales, activities, online activities, and special packages. Planning and preparing for Shop Small Saturday promotions with business owners.

Costs

Most of the costs incurred during the FY23 will be spent on the Resilient Entrepreneurship Program (REP) and the EAMS district marketing for small business owners, business trainers and consultants, training program materials, as well as, coordinating district activities and commercial activities.

Performance Metrics

Small Business Training program- 24 participants over the 12 week course. 50% of graduates will develop business plan and financials. The Training course covers, marketing, branding, web-based marketing, credit and financing, management and operations, financial planning, and what makes a successful business owner.

Provide ongoing technical assistance with one-on-one business consulting and training to 50 business owners (both new and existing owners)

EAMS Business Alliance – host 11 meetings, provide marketing support to the 80 businesses in the district, host 2 commercial activity events to spur economic vitality and promote walkability. Marketing initiatives will be tracked via social media impressions, event registrations and business owner feedback.

Inspire. Protect. Revitalize

Program	Objectives	Participant #	Outputs	Outcomes
REP -Small Business Training program	12 week course to develop Business plan	12 participants per class -24 total participants for Spring.	Offer 2 classes in Spring	16-20 participants will complete the program
REP - Business Consulting	Provide Technical Assistance to Business Owners	50 business owners in the Third Ward	50 business owners will receive one on one business consulting	50% of those receiving TA will gain effective tools to improve their business
EAMS Business Alliance Meeting	Host meetings and events to spur economic vitality	At least 15 participants per meeting	Hosts 11 meetings	Develop a EAMS District Community Improvement Plan
REP -Small Business Workshops	Host informational workshops		30 people will participate in the workshops	50% will increase their business knowledge and skills

Data will be tracked via Workshop registrations, class rosters and meeting registrations. Business consulting hours will be tracked via scheduling and on report forms provided by business consulting professionals.

HARRIS COUNTY
 LGC 381.004 Economic Development Organization Agreement
 EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Corporate Attraction and Expansion

Provider Name: Reporting Period: Monthly

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact / Referral	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type [1]	CapEx INVESTMENT (millions)	Inquiry or Prospect Details						Incentive Programs				Status Update/ Comments
											Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State	

[1] Type of Project: New, Expansion

Economic Development Programs

Provider Name: Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
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[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - L11 (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
EMANCIPATION ECONOMIC DEVELOPMENT COUNCIL**

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Emancipation Economic Development Council** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Fifth Ward Community Redevelopment Council
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
FIFTH WARD COMMUNITY REDEVELOPMENT COUNCIL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Fifth Ward Community Redevelopment Council hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

(a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the ____-month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the ____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of ____ (__) monthly Invoices, one following each month of the ____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic Development,

Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Fifth Ward Community Redevelopment Council
Attn: Kathy Flanagan Payton, President and CEO
4300 Lyons Ave Suite #300, Houston, TX 77020

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris

County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**FIFTH WARD COMMUNITY
REDEVELOPMENT COUNCIL**

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
KATHY FLANAGAN PAYTON
President and CEO

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



FIFTH WARD
COMMUNITY REDEVELOPMENT CORPORATION

2023 Economic Development - Fifth Ward CRC

FY 2022 has been dedicated to recovery, survival and adapting to a new norm. Much has changed in light of the pandemic and economic decline. Despite new development, residents and business in 5th Ward have been plagued by multiple disasters and the community is experiencing both population loss and economic decline – an increasing number of residents are unemployed or underemployed and experiencing food, financial and healthcare insecurities at an alarming rate. Recovery has been challenging at best. The disparities and gaps among BIPOC populations continue to widen and accelerate the negative implications of gentrification. Despite the area being poised for growth, the indicators of economic improvement and progress will be erased by the disparity left by the pandemic. Optimism generated by tools like “Opportunity Zones”; the development of cultural attractions like the DeLuxe Theater and The JAM in the newly designated cultural arts district; and significant public investment in projects like St. Elizabeth and Chew Street remain positive. We must continue our quest for comprehensive redevelopment and our goals to transform the major corridors and use the mixed-income strategy to attract both retail and services to the community. We have established the following priorities and goals relative to Economic Development.



OVERALL GOALS

1. Financial Literacy Training and Development for Individuals and Families
 - a. Youth/Adults
 - b. Budgeting and Credit/Asset Building
 - c. Homeowner Counseling and Education
2. Increase access to services and goods for the benefit of 5th Ward residents and Visitors
 - a. Technology
 - b. Consultancy
 - c. Capital
3. Advancing Racial Equity, Asset and Wealth Building for BIPOC Families through Housing
4. Strengthen local businesses and support entrepreneurship
5. Attract new investments and business development in the area
6. Provide technical assistance to strengthen and preserve local businesses

OCTOBER – SEPTEMBER 2023 Projects and Activities for each goal

Goal 1: Provide 2 Financial Literacy Group Training and Development Workshops – 1 for Individuals and Families and 1 for Small Businesses

- Host quarterly Group Financial Literacy Workshops – Personal and Business Financial Management
 - Topics to be included
 - Budgeting
 - Credit
 - Asset Building and Management
 - Improving your Bottom Line

- Provide On-Demand Individual counseling services to individuals regarding budget, savings, credit and improvement for 25 families. Each session average 60-90 minutes.
- Host Mobile Banking – pop up banking services and

Goal 2: Increase access to services and goods for the benefit of 5th Ward residents and Visitors

- Increase Marketing and Branding through improved web design and broader community communications – Mass Text and Community Calendaring
- Host the Lyons Avenue Renaissance Festival featuring local artist and vendors (pop-up retail) April 2023
- Market and assist with recruitment of workforce for local job opportunities – Work with 3-5 direct employers and 2 placement services to market opportunities for Fifth Ward residents and job seekers as a result of job loss due to Covid through Social Media, community outreach and job fairs as noted in goal 5
- Host 2 Pop-up Markets

Goal 3: Advance Racial Equity, Asset and Wealth Building for BIPOC Individuals and Families through Housing

- Engage in conversations with BIPOC to understand the challenges to reduce disparities in Housing
- Create and Sustain 200+ new minority Homeowners

Goal 4 : Strengthen local businesses and support entrepreneurship

- Host 50 businesses owners and representative at an annual meeting with local chamber and 5th Ward businesses to assess needs and be more responsive
- Sponsor Networking Opportunities for Small Business to encourage support and increase awareness regarding local opportunities
 - Chamber Golf Tournament
- Host 8 Small Business workshops for 25 businesses with topics to include the following and provided both in person and virtual
 - SBA Services and Resources
 - Minority Contracting
 - Women Owned Small Business
 - Veterans as Business Owners
 - Expansion and Growth
 - Accessing Capital
 - Suetty Bond and Guarantee Program

Goal 5: Attract new investments and business development

- Identify under -utilized facilities to entertain shared and low-cost work space to accommodate business who are interested in housing in the area
- Conduct Market Study for Grocery Store
- Commence Marketing for new shared/ office hoteling space at 2600 Chew Street
- Assist 20 Small Businesses in accessing recovery and expansion grants/loans

Goal 6: Provide technical assistance to strengthen and preserve local businesses

- Partner with local entities to host virtual and in person job fairs. we will host 1 virtual and 1 in-person job fair aimed at attracting 100 total participants each between October and September
 - Attract 25 employers
 - Offer On-site hiring opportunities
 - 25% employer/candidate match
- Small Business mentoring program – Develop a written peer-based mentoring program to be completed in September 2022 and launched in October 2022 that matches new and emerging startup businesses to one-on-one business mentors and coaches and other seasoned and successful businesses. Mentoring program will focus on goals, assist in monitoring progress, serve as an accountability partner, offer advice regarding challenges and serve as confident and sounding board.

HARRIS COUNTY
 LGC 381.004 Economic Development Organization Agreement
 EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Corporate Attraction and Expansion

Provider Name: Reporting Period: Monthly

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact / Referral	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type [1]	CapEx INVESTMENT (millions)	Inquiry or Prospect Details						Incentive Programs				Status Update/ Comments
											Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State	

[1] Type of Project: New, Expansion

Economic Development Programs

Provider Name: Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
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[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - L11 (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
FIFTH WARD COMMUNITY REDEVELOPMENT COUNCIL

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Fifth Ward Community Redevelopment Council** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Houston Minority Supplier Development Council
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Houston Minority Supplier Development Council hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

(a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the ____-month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the ____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of ____ (__) monthly Invoices, one following each month of the ____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic Development,

Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Houston Minority Supplier Development Council
Attn: Ingrid M. Robinson, President
Three Riverway Suite 555, Houston, TX 77056

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris

County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**HOUSTON MINORITY SUPPLIER
DEVELOPMENT COUNCIL**

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
INGRID M. ROBINSON
President

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



HMSDC

Houston Minority Supplier
Development Council

HMSDC Reimagined

A Service Delivery Model for the Future

Scope of Work – 381 EDO GRANT

Expanding Technical Assistance in Houston



HMSDC is corporate America's leading connector to minority business growth

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Corporate America's Leading Connector to Minority Business Growth

Project Details:

Funding Area: Equity & Economic Opportunity

Award Year: 2022 - 2023

Grantee Name: Houston Minority Supplier Development Council

Project Name: Expanding Technical Assistance in Houston

Purpose: Developmental initiatives that aid Minority Businesses in Harris County to scale up services and skillset.

Grant Amount: \$50,000.00

Grant Type: Project Grant

Benefitting Locations: Harris County, Texas.

Expected Grant Term: Oct 1, 2022 – Sept 30, 2023

Project Manager: Dr. Sabeeta Bidasie-Singh

Email: sabeeta.singh@hmsdc.org

Phone: 713-271-7805

**Address: Three Riverway, Suite 555
Riverway Houston, TX 77056**



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Overview of HMSDC

HMSDC was founded in 1973, almost half a century ago, with the mission of increasing and expanding business opportunities and business growth for Minority Business Enterprises. With more than 200 corporate members and more than 800 minority business enterprises (MBEs) members, 573 of which are Class I and II Black and Hispanic MBEs. HMSDC has evolved into a prestigious minority business council that has received the 'Council of the Year' award from NMSDC, the National Minority Supplier Development Council 8 of the last 15 years. HMSDC is led by a strong board of directors, which include senior executives from top corporations, government entities, and MBEs, including ExxonMobil, Shell, CenterPoint Energy, Accenture, University of Texas MD Anderson Cancer Center, City of Houston, Turner Construction and Port Houston among others.

HMSDC is a member and strategic partner of the Greater Houston Partnership, and the only organization in the greater Houston area that serves all ethnic minority groups across all industries. HMSDC's service territory most closely aligns with Harris County. HMSDC programming is designed in collaboration with the business needs of the public and private sector in conjunction with capabilities and capacity of minority business owners. Over 2/3rd of the employees of minority-owned businesses employ minority employees. Therefore, by focusing on the growth of minority-owned businesses, HMSDC impacts directly and indirectly the economic development of minority communities. Despite being named one of the nation's most diverse cities, it has also been ranked 273 out of 274 cities for its inclusion ranking. When looking at value of Houston businesses, the average value of minority owned businesses is \$180,918, while the average value of non-minority businesses \$838,811.

Organizational Experience and Capacity

For over 49 years, the Houston Minority Supplier Development Council (HMSDC) has been providing business development programming and services to minority, women and disadvantaged micro-entrepreneurs. HMSDC has assisted approximately 1,648 minority, women, and disadvantaged micro-entrepreneurs to create jobs, achieve economic self-sufficiency and increase purchasing power in diverse communities. HMSDC provides disadvantaged micro-entrepreneurs the opportunity to connect face-to-face with many of America's largest public institutions and private sector companies providing in excess of 1000 supplier sourcing opportunities.

HMSDC provides the only nationally recognized ethnic minority business certification in the greater Houston Region. More than 2/3rds of the clients we serve confirm an increase in revenue by gaining exposure to partnering with publicly owned, privately-owned, and foreign-owned companies, as well as universities, hospitals, local, state and federal government agencies. Our clients participate in technical training seminars hosted by leading corporations – learn about what they buy, how they source, and how suppliers can compete for opportunities. We expose minority, women and disadvantaged micro-entrepreneurs to enrichment, development, and support from technical trainings to exclusive buyer forums and corporate procurement activities.

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Part A: Rationale and Context

This grant aids in addressing several economic development initiatives and will contribute towards our mission of investing in partners, projects, and policies that breakdown barriers to capital and credit access to Black and Latinx small business owners and entrepreneurs. Specifically, this project aims to support the following pillars:

- Support local efforts to engage and build local Black and Latinx small business leadership networks.
- Provide contextual technical assistance to Black and Latinx small businesses.

Project Vision

This grant will be used by HMSDC to recruit and enroll small businesses into their Total Business Development (TBD) program, thus expanding HMSDC's network of small businesses and demonstrating the value to non-member businesses of gaining membership. Through this process, beneficiaries will also receive assistance in completing the necessary documents to be certified as an MBE which will allow them to pursue private and public sector contracts.

We provide high quality training and development programs and also offer networking support and connections to various relief programs and recovery services. Our programs and services help provide foundational support through financial literacy, training and networks to access capital, contracting and procurement assistance, marketing, operations and business development, export and industry specific training. We offer programs that supports communities where English is a second language and have trainers and business coaches that are multi-lingual. Our Programs create sound business training for minority businesses that are established but need strategy realignment.

Equity Goals

Advancing equity means striving for the same outcomes and opportunities across different groups, not simply delivering the same treatment when it fails to yield fair, just, and equal results. With funding through this grant, HMSDC will ensure an equity lens is applied to all minority businesses that go through these programs.

In determining how to deploy the number of program seats to minority businesses, HMSDC will advance the following equity goals:

- Building capacity by creating a shared understanding of and commitment to equity and developing tools and practices to support equity-centered solutions.

Equity Strategies

- *Disaggregate historical data and outcome measures by race, ethnicity, gender, and/or geography and other demographic variables* to identify inequities and ensure programs are prioritizing disproportionately impacted groups.
- *Target resources and strategies* to minimize incremental burdens on groups most affected by the pandemic while maximizing their access to enroll in these programs.
- *Evaluate the performance of participants through defined metrics and provide opportunities for reflection*, creating space for continual improvement throughout implementation.
- *Publish transparent program results*



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Developmental / Training Hours	# Of Opportunities Created (Procurement Alerts)	Readiness Scale (survey)	Success Measures	Networking / Collaborations /Target Events
Total Business Development	1400 national procurement opportunities targeted for 2022	Helps participants scale their business to meet market opportunities – close gaps	KPI's for Participants – 25% gap closure rate	2 (MBE) mixers for the year
Lead Conversations	5 Industry segments sharing opportunities	Deeper conversations that helps get granular on what is happening in the industries they compete	100% Market Knowledge	5 Lead Conversations
CEO Conversations	4 CEO Conversations with Key Industry Leaders	Gets the participants in the same room with the CEOs of targeted companies	Networking and Visibility to participants	4 CEO Conversations
MBE Leadership Academy	Monthly Peer Collaboration	Strategic planning	35% increase in strategy and long term planning	Active participation in Monthly Committee Meetings
Industry Forums	5 Industry forums that are geared to promote a deeper understanding on the industry developments	Market focused	100% connectivity with marketplace updates	5 Industry Forums
Supplier Idol	2 monthly Supplier Idols to prepare business pitches and aid readiness	Customer Ready	Presentation Skills – 25% increase	24 Supplier Idols
How To Do Business	5 sessions where participants get to meet key decision makers across sever	Understanding how to get into these selected businesses supply chain	100% increase in knowledge of how to conduct business with specific company	5 How To Do Business

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Outcomes will be measured through HMSDC's internal reporting structures which include surveys of participants and various assessments throughout the course of the program.

Program Descriptions:



© CEO Conversations is designed for CEOs, presidents and senior executives of companies with over \$10 million in revenue. The program helps participants gain an understanding of how Houston's top executives lead their organizations. These MBEs meet quarterly with senior executives from major corporations to develop strategic leadership skills to create well-rounded C-level MBE owners. Through innovation sessions led by Accenture, MBEs are guided through topics that help them transition from operational to strategic leaders.



HOW TO DO BUSINESS®

How to Do Business sessions are targeted informational meetings designed to bring corporate members, their prime suppliers and/or a group of companies within a specific industry together to provide insight into procurement opportunities and increase the understanding of how to conduct business with the presenting corporation, government agency or educational institution. These industry sessions educate MBEs on how to do business in a featured industry and introduces them to key contract decision-makers.



Supplier Idol sessions are designed to assist MBEs with perfecting their business pitch to key decision-makers. MBEs conduct 15-minute presentations to a panel of corporate representatives who provide candid advice, mentoring and feedback on their sales presentation, marketing material, email and phone etiquette.

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© Total Business Development is designed to address business capability gaps, promote business growth, and increase utilization of the professional services of certified Minority Business Enterprises (MBEs). The program allows MBEs that have identified a strategic need within their organization to

hire MBE firms with the technical expertise to provide a solution - at half the cost! The program encourages the utilization of HMSDC's certified professional service firms by contributing 35% up to \$500 towards the cost of professional services needed by other MBEs.



L.E.A.D. Conversations are a powerful way to leverage business and industry thought leadership through conversations with executives and elected officials to advise, introduce marketplace trends, share new business concepts and industry information relevant to a broad audience of business owners and decision-makers.



Industry Forums are an opportunity for peer companies to collaborate in a constructive dialogue with one another, academic experts, and public policy makers. These forums promote a robust discussion of industry needs and share proven strategies to increase utilization of minority business enterprises (MBEs). Industry Forums provide keen

insight into the emerging issues and market challenges facing specific industry supply chain organizations today and projected into the future.

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

HARRIS COUNTY

LGC 381.004 Economic Development Organization Agreement

EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Economic Development Programs

Provider Name: Houston Minority Supplier Development Council

Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting	Year-to-Date Events (Number)	Type of Event	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants	Follow-up (number)	Type of follow-up	Results
<i>Total Business Development</i>	<i>Knowledge Transfer-Closing Business Gaps</i>	<i>Quarterly</i>		<i>Individual Consultation</i>			<i>MBE</i>		<i>one-on-one meeting, additional resources provided</i>	
<i>Lead Conversations</i>	<i>Industry Thought Leadership</i>	<i>Quarterly</i>		<i>Conference</i>			<i>MBE</i>		<i>Survey post event for follow up</i>	
<i>CEO Conversations</i>	<i>Understanding how Houston's top leadership leads their business</i>	<i>Quarterly</i>		<i>Conference</i>			<i>MBE</i>		<i>Survey post event for follow up</i>	
<i>MBE Leadership Academy</i>	<i>Core Skills</i>	<i>Quarterly</i>		<i>Class / Workshop</i>			<i>MBE</i>		<i>Interview</i>	
<i>Industry Forums</i>	<i>National Market Developments</i>	<i>Quarterly</i>		<i>Forum / Seminar</i>			<i>MBE</i>		<i>Survey post event for follow up</i>	
<i>Supplier Idol</i>	<i>Business Pitch Skills</i>	<i>Quarterly</i>		<i>Class / Workshop</i>			<i>MBE</i>		<i>Interview</i>	
<i>How to do Business</i>	<i>Engagement and understanding how to procure</i>	<i>Quarterly</i>		<i>Conference</i>			<i>MBE</i>		<i>Survey post event for follow up / Emails with leads</i>	

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____,
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Houston Minority Supplier Development Council** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00) for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Houston Area Urban League
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
HOUSTON AREA URBAN LEAGUE**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Houston Area Urban League hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.

- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.
- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

(a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) 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.

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
- c) Workers’ Compensation (with Waiver of subrogation to the County) Employer’s Liability, including all states, U.S. Longshoremens, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- d) 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.

(d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the ____-month period beginning _____, and ending **September 30, 2023**.

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the ____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the “Award”). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient’s sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of ____ (__) monthly Invoices, one following each month of the ____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic

Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V

Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal,

State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B “Duplication of Benefits Attestation” is incorporated by reference and shall be signed by Recipient.

ARTICLE VI

Texas Public Information Act

Section 6.01: 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”). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient’s rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII

Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Houston Area Urban League
Attn: Judson W. Robinson III, President and CEO
1301 Texas Ave., Houston, TX 77002

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

HOUSTON AREA URBAN LEAGUE

ATTEST:

OFFICER:

By: _____
Name: _____
Title: _____

By: _____
JUDSON W. ROBINSON III
President and CEO

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>

HARRIS COUNTY
 LGC 381.004 Economic Development Organization Agreement
 EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Corporate Attraction and Expansion

Provider Name: Reporting Period: Monthly

Inquiry or Prospect Name	Codes - NAICS / SIC	EDO Lead Contact / Referral	Company/ Consultant	Contact tel #	Contact email	HC Precinct	Site address/ Taxing Jurisdiction(s)	Project Scope	Project Type [1]	CapEx INVESTMENT (millions)	Inquiry or Prospect Details						Incentive Programs				Status Update/ Comments
											Direct Jobs	Type of Jobs	Wage Range	Indirect Jobs	Econ Impact	Acres	Sq. Ft.	HC	Other Local	State	

[1] Type of Project: New, Expansion

Economic Development Programs

Provider Name: Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Even [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
------------	----------	---------------------------------	------------------------------	------------------	---	------------------------------------	--------------------------	--------------------	-------------------	---------

[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
HOUSTON AREA URBAN LEAGUE

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Houston Area Urban League** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00) for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.

Local Government Code Chapter 381 - Performance Agreement
Between Harris County and
Local Initiatives Support Corporation Houston
FY 2023

**LOCAL GOVERNMENT CODE CHAPTER 381 - PERFORMANCE AGREEMENT
BETWEEN HARRIS COUNTY AND
LOCAL INITIATIVES SUPPORT CORPORATION HOUSTON**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into by and between Harris County, hereinafter referred to as "the County," a body corporate and politic under the laws of the State of Texas, and Local Initiatives Support Corporation Houston hereinafter referred to as "the Recipient."

RECITALS:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, the Commissioners Court of the County desires to award a certain sum to the Recipient in exchange for the performance of certain activities (the "Required Activities") by the Recipient to be implemented through and documented by the Harris County Department of Economic Equity and Opportunity (the "Department") for one or more of the following purposes: (i) for local economic development; (ii) for small or disadvantaged business development; (iii) to stimulate, encourage, and develop business location and commercial activity in the County; (iv) to improve the extent to which women and minority businesses are awarded County contracts; and (v) to support comprehensive literacy programs for the benefit of County residents.

The Department's Mission is to activate resources, partners, direct assistance, and data to eliminate economic disparities and disinvestments in Harris County. The Department's Vision is for all of Harris County's diverse communities (businesses and individuals) to experience an inclusive and accessible local economy that offers shared prosperity.

NOW, THEREFORE, the County and the Recipient, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE I
Recipient Qualifications

Section 1.01: Recipient Representations and Warranties. Recipient represents that Recipient:

- (a) is a non-profit entity authorized to promote economic development in all or a portion of Harris County;
- (b) is engaged in on-going efforts to stimulate and encourage business and commercial activity in Harris County as delineated in the Recitals;
- (c) will comply with any reasonable request for information made by any other organization or entity receiving funds under a Local Government Code Chapter 381 - Performance Agreement with the County (a "381 Performance Agreement"). Additionally, to the extent feasible, the Recipient will use the resources and

collaborate with of the Economic Development and Tourism Division of the Texas Governor's Office to implement activities to stimulate and encourage business location, business expansion, and commercial activity in the County as delineated in the Recitals; and

- (d) will participate in joint projects and coordinate its activities with all other organizations or entities with whom the County has a 381 Performance Agreement in an effort to reduce duplication of Required Activities and to enhance cooperation throughout the County.

ARTICLE II

Required Activities, Reporting

Section 2.01: Required Activities: Recipient will perform any or all activities described in the following paragraphs and more fully described in Exhibit A "Required Activities":

- (a) Membership/Sponsorship. Recipient will provide to the County all benefits accorded an organization that pays the highest level of membership fee, and list the County as a top-level sponsor of any meetings, conferences, or seminars, whether held in person or virtually, the Recipient hosts during the agreement period, and will provide twelve seats to County to each such event at no added cost.
- (b) Small and/or Disadvantaged Business Development Programs. Recipient will develop and conduct workshops, seminars, and programs designed to assist and promote the efforts of small and/or disadvantaged businesses located or headquartered in the County to develop their businesses (e.g., start, expand, and scale) within the County. This may include training on business planning, banking services, business accounting, market outreach strategies, and other training and certifications deemed to provide support and enhance growth potential for small and/or disadvantage local businesses.
- (c) Business Recruitment and Retention. Recipient will assist the County with new business development and existing business retention by making available marketing materials that demonstrate the County's strengths and advantages, especially related to its workforce pool, research universities and institutions, and its innovation infrastructure, as well as a diverse industry base and transportation advantages, and by promoting the County's quality of life and world-class attractions. Recipient will also report to the Department all site selection visits and meetings with businesses considering siting or expanding in the County.
- (d) Minority and Women Business Enterprise (MWBE), Disadvantaged Business Enterprise (DBE) Assistance Programs. Recipient will develop and will conduct workshops, seminars, and programs designed to assist MWBE's and DBE's in becoming certified with appropriate entities as MWBE and DBE for purposes of contracting with the County and other governmental entities.
- (e) Economic Information. Recipient will make available to the County, (i) copies of all studies, reports and evaluations relating to economic development issues, except for items related to confidential prospects; and (ii) copies of all Recipient publications.

Section 2.02: Recipient Reports.

- (a) Recipient shall submit a monthly written Recipient Report and Performance Measures with each Invoice, in a format approved by the County and incorporated in Exhibit A “Required Activities”, describing the specific services performed under Section 2.01 of this Agreement during the preceding calendar month to the Director of Inclusive Economic Development, Harris County Department of Economic Equity & Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, TX 77002. Recipient Reports will exclude services performed for other counties or will separately state such services. Each report will state, in addition to other information required by Harris County, the County Commissioner's Precinct for which each specific activity was performed.
- (b) No Invoice shall be paid until the respective Recipient Report and Performance Measures is received by the County and is deemed administratively complete.
- (c) No monthly Invoice shall be paid unless the associated Recipient Reports and Performance Measures are submitted no later than 30 days following each contractual month during the Agreement term.
- (d) On the 61st day after the end of the Agreement term, any unpaid Invoices will be deemed forfeited and any remaining funds shall be deemed to have been reduced from the Agreement award. If any funds have, at such time, been forwarded to Recipient but remain unspent, Recipient agrees to return such funds to the County immediately.
- (e) Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Recipient release any material or information developed in the performance of the Required Activities without the express written permission of the County. Notwithstanding the above, Recipient is permitted to contact, utilize and work with media as it pertains to their duties hereunder to market the County for economic development purposes.

Section 2.03: Compliance and Quality of Performance.

- (a) Recipient warrants and represents that (i) it will perform the Required Activities in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including the Prompt Pay Act, relating to such Required Activities; (ii) 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.
- (b) Recipient warrants and represents that neither it, nor any of its principals or other affiliated entities, (i) 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; and (ii) that it is not in breach of any other contract, obligation or covenant that would affect Recipient’s ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- (c) Recipient warrants that neither it nor any of its employees is an “Ineligible Person.” An “Ineligible Person” is an individual or entity who: (i) 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 (including, without limitation, 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, (ii) 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.

- (d) Recipient agrees to report immediately to the County if it becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to perform any Required Activities if the employee becomes an “Ineligible Person” during the term of this Agreement.
- (e) Recipient 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. Recipient must immediately notify the County of any such exclusion or suspension. Recipient 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. Recipient warrants and represents that no person who has an ownership or controlling interest in its business or who is an agent or managing employee of Recipient has been convicted of a criminal offense related to involvement in any federal program.
- (f) Should Recipient retain the services of a third party (a “Sub-recipient”) to perform any of the Required Services herein, the Recipient will verify that each such Sub-recipient is in compliance with this Section 2.03.
- (g) Should there be a conflict between the body of this 381 Performance Agreement and any exhibits or attachments thereto, the main body of this 381 Performance Agreement will take precedence, unless expressly stated otherwise herein.

Section 2.04: Independent Parties.

- (a) The Required Activities performed by Recipient under this Agreement are performed by Recipient as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Recipient 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. Recipient 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 Recipient. Recipient has no authority to enter into contracts or agreements on behalf of the County.

(b) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT RECIPIENT IS NOT AN INDEPENDENT CONTRACTOR, RECIPIENT 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) Recipient is solely responsible for the payment of wages and any applicable benefits to workers for the Required Activities. Recipient is 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.

COUNTY'S PAYMENT(S) ARE TO THE RECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT(S) TO RECIPIENT'S WORKERS OR SUB-RECIPIENTS. RECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.

(d) Recipient'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. The County is not responsible to Recipient or Recipient'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.

Section 2.05: Liability & Risk.

(a) Liability of County. 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. 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. 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. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

(b) 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.**

RECIPIENT 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 RECIPIENT, OR ANOTHER ENTITY OVER WHICH RECIPIENT 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 SUB-RECIPIENT OR SUPPLIER; COMMITTED BY RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

RECIPIENT 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 RECIPIENT OR ANOTHER ENTITY OVER WHICH RECIPIENT EXERCISES CONTROL.

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.

(c) Recipient Insurance. The Recipient 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 Recipient. These requirements do not establish limits of the Recipient’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; and (iii) the County reserves the right to require additional insurance as it deems it necessary. Recipient shall maintain at a minimum:

- a) 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, Two Million Dollars (\$2,000,000.00) 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.

- b) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - c) 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.
 - d) 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.
- (d) 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 D, which is attached hereto and incorporated herein by reference.

ARTICLE III

Term

This Agreement is for the _____-month period beginning _____, and ending **September 30, 2023.**

ARTICLE IV

Payment, Audit, and Limitation of Appropriation

Section 4.01: Contractual Amount. Upon satisfactory performance of the Required Activities and receipt of Recipient Reports and Performance Measures required by this Agreement, the County agrees to award the Recipient for the _____-month period covered by this contract, the total maximum sum of _____ (\$_____.00) (the "Award"). The Award incorporates all charges such as labor, equipment, material, delivery and any other costs incurred. Recipient shall not perform any Required Activities until it receives a Purchase Order from the County. Any Required Activities performed prior to the receipt of a Purchase Order shall be at the Recipient's sole expense.

Section 4.02: Invoices for Payment. Recipient will submit to County a total of _____ (____) monthly Invoices, one following each month of the _____-month term of this Agreement. Each Invoice will be submitted for payment within thirty (30) days after the end of each contractual month. In the event that an Invoice and associated Recipient Report and Performance Measures are not received by County on or before the due date stated herein, the respective payment will be denied, unless at the sole discretion of the Department, the Department elects to hold payment until the Department deems the requirements of Section 2.02 and this section have been satisfied. *To receive payment for each monthly Invoice*, Recipient will submit one (1) original Invoice, along with the monthly Recipient Report and Performance Measures, to the Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002.

Section 4.03: Audits. Recipient will submit, within six (6) months of the close of its fiscal year, a complete set of audited annual financial statements to: (1) Director of Economic Development, Harris County Department of Economic Equity and Opportunity, 1001 Preston Street, 6th Floor, Suite 670, Houston, Texas 77002; and (2) Harris County Auditor's Office — Accounts Payable Division, 1001 Preston, 8th Floor, Houston, TX 77002. The financial statements must be certified by an independent auditor or audit firm and must set out all material information concerning the financial activities and financial condition of the Recipient for its most recent fiscal year. The County has the right to separately audit all books, records, and accounts of the Recipient, provided that such audit is conducted at the expense of the County.

Section 4.04: Allocated Funds: Limitation of County's Duties. Prior to the execution of this Agreement, Recipient has been advised by the County and the Recipient clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that there is available the amount of the Award, as stated in Section 4.01, to be specifically allocated to fully discharge all liabilities which may be incurred by the County under the provisions of this Agreement. When the Award, as certified, has been expended, Recipient's sole and exclusive remedy shall be to terminate this Agreement. If the Required Services will equal or exceed the amount certified available, Recipient shall notify the County immediately.

Section 4.05: Record Retention. The Recipient 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 Recipient 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.

ARTICLE V

Termination

Section 5.01: In General. It is specifically agreed that the Recipient is not obligated to perform any Required Activities, and the County is not obligated to make any payments for services performed after **September 30, 2023**.

Section 5.02: Termination. Either party may terminate this Agreement with thirty (30) days notice. In the event that the County or the Recipient terminates this Agreement, the Recipient must furnish the County, within thirty (30) days from the date of the termination, with a final Recipient Report and Performance Measures for the period beginning with the day following the last day of the period covered by the last Recipient Report and Performance Measures, and ending with the day of termination. The report must contain the information required in the reports submitted under Articles II and IV and is subject to audit by the Harris County Auditor's Office. In no event is the County obligated to pay for any Required Activities performed after the date of termination.

Section 5.03: Duplication of Benefits. Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation. Contract will be terminated immediately if there is a duplication of benefits. Attached Exhibit B "Duplication of Benefits Attestation" is incorporated by reference and shall be signed by Recipient.

ARTICLE VI
Texas Public Information Act

Section 6.01: 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"). Recipient expressly understands and agrees that (i) the County will release any and all information necessary to comply with Texas law without the prior written consent of Recipient; (ii) 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; and (iii) 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 Recipient 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.

Section 6.02: If the County receives a written request for information pursuant to the Act that affects Recipient's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Recipient under this Agreement, then the County will promptly notify Recipient of such request. Recipient 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. Recipient is (i) solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act; and (ii) solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Section 6.03: Electronic Mail Addresses. Recipient 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 Recipient and agents acting on behalf of Recipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

ARTICLE VII
Miscellaneous Provisions

Section 7.01: Independent Contractor. The relationship of the Recipient to the County is that of an independent contractor. The County has no authority to direct the day-to-day activities of any of the Recipient's employees nor does the County have any authority over the Recipient's personnel decisions.

Section 7.02: Assignment and Parties in Interest. This Agreement shall bind and benefit the County and the Recipient and shall not bestow any rights upon any third parties. Recipient shall not assign, sublet, or transfer its or his interest in this Agreement without written consent of the County.

Section 7.03: Non-waiver. Failure of either party to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing there under upon default or failure of performance is not a waiver of the right to insist on and to enforce by an appropriate remedy strict

compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 7.04: Applicable Laws: This Agreement is subject to and is to be construed in accordance with the laws of the State of Texas. This Agreement is performable in Harris County, Texas. The Recipient agrees to perform the activities hereunder in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. 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

Section 7.05: Ambiguities. In the event of any ambiguity in any of the terms of this Agreement, it is not to be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 7.06: Captions. The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles, and therefore, will be given no effect in construing this Agreement and will not be restrictive of the subject matter of any Article, Section, or part of this Agreement.

Section 7.07: All-Inclusive. This Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

Section 7.08: Notices. All notices required or permitted hereunder must be in writing and are deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address provided below or at such other address as the receiving party may have thereafter provided by notice to the sending party:

FOR THE COUNTY: Harris County
Department of Economic Equity and Opportunity
Attn: Director Economic Development
1001 Preston Street, 6th Floor, Suite 670
Houston, Texas 77002

FOR THE RECIPIENT: Local Initiatives Support Corporation Houston (LISC)_
Attn: Laura Jaramillo, Executive Director
602 Sawyer St., Suite 205, Houston, TX 77007

Local Initiatives Support Corporation (LISC)
Attn: Celayne G. Hill, Vice President and Deputy General Counsel
28 Liberty Street, 34th Floor, New York, NY 10005

Section 7.09: Execution. The County executes this Agreement by and through the County Judge of Harris County or her designee acting pursuant to Order of the Commissioners Court of Harris County so authorizing. This Agreement shall not become effective until executed by all parties hereto.

Section 7.10: Conflict of Interest. Recipient 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, Recipient 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 Recipient 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. Prior to execution of the Agreement, Recipient shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Recipient warrants and represents that all the information on the form is complete and accurate.

Section 7.11: 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" as shown in Exhibit C.

Section 7.12: Whistleblower Protection. Recipient 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. Recipient 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. Recipient shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts performing activities under this Agreement.

Section 7.13: Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Recipient 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, Recipient 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.


Section 7.14: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2271.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

Section 7.15: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a), then, as required by subsection (b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Section 7.16: Anti-Boycott. Recipient warrants and represents, in accordance with Tex. Gov't Code Ann. § 2274.002, that unless Recipient meets an exemption under subsection (a) or § 2274.003, then, as required by § 2274(b), Recipient's signature on this Agreement constitutes Recipient's written verification that it does not discriminate against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association, during the term of the contract.

APPROVED AS TO FORM:

**HARRIS COUNTY ATTORNEY
CHRISTIAN MENEFEE**

By:  _____
MICHAEL JAMES
Senior Assistant County Attorney
C.A. File: 22GEN4391

HARRIS COUNTY

By: _____
LINA HIDALGO
County Judge

Date Signed: _____

**LOCAL INITIATIVES SUPPORT
CORPORATION HOUSTON**

ATTEST:

By: _____
Name: _____
Title: _____

OFFICER:

By: _____
CELAYNE G. HILL
Vice President and Deputy General
Counsel

Date Signed: _____

EXHIBIT A

Required Activities

<Recipient to Provide>



Proposed Scope of Work for Harris County Department of Economic Equity and Opportunity (381 Program – FY 2022-23)

**LISC Houston
August 2022**

LISC Houston, a local office of Local Initiatives Support Corporation (LISC), plays a critical role as an advisor, advocate, convener, trainer, and investor with the ultimate goal of driving equitable and inclusive growth, supporting equitable access to opportunity for people and places, and supporting neighborhoods to elevate their ability to respond to both opportunities and challenges. LISC Houston undertakes these roles through a citywide and neighborhood deep approach focused on our thirteen GO Neighborhoods, disenfranchised and predominately Black, Latinx, Asian and immigrant communities where LISC is investing in a resident-driven neighborhood based approach to revitalization. Since 1989, LISC Houston has invested \$502 million and leveraged an additional \$1.4 billion in Houston communities. These investments have created more than 10,000 affordable homes and apartments and 2 million square feet of commercial and community space.

Proposed Scope of Work

As part of our efforts to support equitable economic growth in the communities where we work, LISC Houston supports a network of four Financial Opportunity Centers (FOCs) in Houston - The Alliance, Chinese Community Center, Volunteers of America and Wesley Community Center. The FOC network is a collaboration of community based organizations that provide bundled and co-located employment, financial and income support services to help low to moderate income people leave poverty and build financial health. In addition, LISC Houston also continues to advance supports for small businesses through our business development organizations (BDO) network – The Alliance, PeopleFund, LiftFund, Emancipation Economic Development Council & Impact Hub.

From October 2022 – September 2023, LISC Houston proposes to undertake the following activities through our FOC and BDO programs in order to advance the County’s economic development goals. Support from Harris County’s County Department of Economic Equity and Opportunity will be leveraged with other private and public resources to advance these activities:

- Invest grant dollars to partner organizations
- Provide technical assistance as well as trainings, networking and peer learning opportunities
- Manage and track outcomes data on FOC clients (see below for data points tracked) to ensure it is accurate and to monitor trends over time
- Conduct research and highlight best practices which can be shared with the County in our regular reporting on financial stability, workforce development and business supports.
- Build partnerships with countywide organizations such as FOCs, BDOs, United Way and UpSkill, all of which service outside of the City of Houston.

We believe these activities will lead to the following outcomes and outputs during the contract period:

- Invest \$1 million across four FOCs and five BDOs
- 50 learning opportunities with 10-15 attendees per opportunity on average (including trainings, peer meetings, webinars and consultation sessions) to our FOC network staff as well as 8 opportunities with 3-5 attendees on average to our BDO network staff.
 - Topics will include financial coaching, employment coaching, Salesforce training, and opportunities to connect for technical assistance.
 - LISC staff will follow up with FOC and BDO staff afterwards as needed for one-on-one coaching to support their efforts in assisting FOC clients or small businesses.
- 3,500 unduplicated individuals served by the FOCs including clients that attend financial counseling, one-on-one financial coaching, and employment workshops
 - 350 clients assisted in securing income support (e.g. public benefits)
 - 950 clients increasing their credit scores
 - 800 clients increasing net income



Proposed Scope of Work for Harris County Department of Economic Equity and Opportunity (381 Program – FY 2022-23)

LISC Houston
August 2022

- 700 clients increasing their net worth
- 350 clients accessing job placements

Thank you for the opportunity to submit this scope of work. Please let me know if you have any questions or comments.

Sincerely,

Laura Jaramillo
Executive Director – LISC Houston

HARRIS COUNTY

LGC 381.004 Economic Development Organization Agreement

EDO Performance Measures Reporting Template (EXAMPLE CATEGORIES); Recipient to tailor reporting per program

Economic Development Programs

Provider Name: LISC Houston

Reporting Period: Monthly

Program(s)	Topic(s)	Events Reporting Month (number)	Year-to-Date Events (Number)	Type of Event [1]	Participants (Reporting Month) (number)	Year-to-Date Participants (number)	Type of Participants [2]	Follow-up (number)	Type of follow-up	Results
<i>Financial Opportunity Centers</i>										
<i>Business Development Organizations</i>										

[1] Type of Event: class, workshop, conference, networking event, individual consultation, outreach event, referral, media campaign

[2] Type of Participant: business, individual

EXHIBIT B

Duplication of Benefits Attestation

Harris County nor Recipient shall carry out any activities in a manner that results in a prohibited duplication of benefits as defined by any applicable Federal, State or Local law, statute or regulation.

- Recipient shall comply with all requirements pertaining to duplication of benefits, as well as the terms and conditions of any applicable Duplication of Benefits Certification, including Recipient's obligation to promptly notify the County of any insurance proceeds or other disaster assistance received.
- Recipient shall be responsible for indicating whether any funds received from Harris County pursuant to this Agreement is intended for or has been spent on expenses covered by insurance, legal settlement, or any other funding source (whether state, federal or private in nature).

I, _____ certify that the costs covered by Harris County's

Printed Contact Name

contribution, related to participation in this Agreement, have not been and will not be reimbursed or funded by any other entity. There are no donated resources or refunded payments related to Harris County's contribution hereunder. I understand that duplicate funding is prohibited.

Signature

EXHIBIT C

Disclosure Form to Report Lobbying

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted] Congressional District, if known: [Redacted]		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: [Redacted]		
6. * Federal Department/Agency: [Redacted]	7. * Federal Program Name/Description: [Redacted] CFDA Number, if applicable: [Redacted]	
8. Federal Action Number, if known: [Redacted]	9. Award Amount, if known: \$ [Redacted]	
10. a. Name and Address of Lobbying Registrant: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
b. Individual Performing Services (including address if different from No. 10a) Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted] * Street 1: [Redacted] Street 2: [Redacted] * City: [Redacted] State: [Redacted] Zip: [Redacted]		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
* Signature: [Redacted]		
* Name: Prefix: [Redacted] * First Name: [Redacted] Middle Name: [Redacted] * Last Name: [Redacted] Suffix: [Redacted]		
Title: [Redacted] Telephone No.: [Redacted] Date: [Redacted]		
Federal Use Only:		Authorized for Local Reproduction Standard Form - L11 (Rev. 7-97)

EXHIBIT D

“Proof of Insurance”

To Be Attached

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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 the _____ day of _____ 2023 with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
Lesley Briones	Commissioner, Precinct No. 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING THE EXECUTION OF
THE LOCAL GOVERNMENT CODE CHAPTER 381
PERFORMANCE AGREEMENT BETWEEN HARRIS COUNTY AND
LOCAL INITIATIVES SUPPORT CORPORATION HOUSTON

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:

	Yes	No	Abstain
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. 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:

Pursuant to Texas Local Government Code Ann. §381.004, as amended, and in accordance with the Guidelines and Criteria for entering into a 381 Agreement in Harris County, it is ordered that the County Judge of Harris County or her designee, is hereby authorized to execute for and on behalf of Harris County the Agreement between Harris County and **Local Initiatives Support Corporation Houston** (“the Recipient”), whereby the Recipient will perform economic development services to promote prosperous development of business, industry and commerce within Harris County, will promote the location and development of new businesses and industries in Harris County, as well as the maintenance and expansion of existing businesses in Harris County for a maximum fee of _____ (\$_____.00), for the period beginning _____ and ending **September 30, 2023**, said 381 Agreement being incorporated herein by reference for all purposes as though fully set out herein word for word.