

**AGREEMENT BETWEEN HARRIS COUNTY HOUSING AND COMMUNITY  
DEVELOPMENT AND HARRIS COUNTY PRECINCT 3  
FOR CDBG-MIT PLANNING STUDIES**

**RECITALS:**

THIS AGREEMENT is made and entered by and between Harris County by and through Housing and Community Development, herein referred to as the "Grantee," and Harris County Precinct 3, herein referred to as the "Subrecipient."

On February 9, 2018, the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123) was enacted, for necessary expenses for Actives authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.).

On August 30, 2019, HUD allocated over \$4.2 billion in CDBG-MIT funding to the State of Texas and instructed the State to create an Action Plan for the funding, which was approved by HUD March 31, 2020.

On March 18, 2022, HUD approved an amendment to the CDBG-MIT Action Plan submitted by the GLO, allocating a direct allocation of \$750,000,000.00 in CDBG-MIT funds to Harris County.

Section 1.01(b) of the CDBG-MIT Action Plan was amended by reducing funding in the amount of \$541,847,826 for a total amount not to exceed \$208,152,174.

Grantee and Subrecipient desire to enter into this Agreement whereby the Grantee will grant CDBG-MIT funds to the Subrecipient for the purpose of executing planning studies aimed at addressing flood risk, enhancing infrastructure resilience, and supporting long-term disaster mitigation efforts, which is an eligible activity under the rules and regulations regarding CDBG-MIT Program Grant Funds;

The Subrecipient has submitted an application to the Grantee for CDBG-MIT funding to implement the above-described Project and shall perform the activities in a manner satisfactory to the Grantee;

The Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing CDBG-MIT funds by committing \$1,375,000.00 of the Grantee's Federal award, pursuant to this Agreement to meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208, which is conducting planning studies and activities to aid in Harris County resiliency as part of the recovery from Hurricane Harvey;

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference to

Harris County Housing and Community Development Department (HCHCDD) for the support provided; and

Notwithstanding any provision of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, that such a commitment of funds or approval may only occur upon approval of the Amendments between GLO and Harris County Housing and Community Development, satisfactory completion of environmental review and receipt by the Grantee of the authority to use grant funds from the U. S. Department of Housing and Urban Development under 24 C.F.R. §58. Except for administrative and management activities, which fall under the exempt activities category pursuant to 24 C.F.R. §58.34(3), the provision of any funds to the Project is conditioned on the Grantee's determination to proceed, modify, or cancel the Project based on the subsequent results of the environmental review.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed between the parties hereto that;

I. SCOPE OF SERVICES

A. Eligible Activities

The Subrecipient shall provide the activities described in **Exhibit A**, attached hereto and incorporated herein for all purposes, in accordance with the provisions of this Agreement and in compliance with the requirements of the CDBG-MIT as per Title 1 of the Housing and Community Development Act of 1974 and all regulations issued there under.

B. Project Requirements

The Subrecipient shall be responsible for administering the Planning Study Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Project.

The activities carried out with funds provided under this Agreement shall meet one or more of the CDBG Program's National Objectives, as the same have been modified specifically for the CDBG-MIT appropriation pursuant to the 2018 Appropriations Act (Pub. L. 115-123): 1) benefit low and moderate income persons and households, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency, as defined in 24 C.F.R. §570.208, as the same has been modified specifically for the CDBG-MIT appropriation regulations (84 F.R. 45847, 2-9-2018, §V.A.13). The Subrecipient shall maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives.

Subrecipient shall provide a proposed schedule and details for the use of the Planning funds. The eligible Activities include Planning, urban environmental design, and policy-

planning and management-capacity-building Activities as listed in 24 C.F.R. § 570.205 and Section 105(a)(12) of the Act. Subrecipient will use funding for Planning Activities that will benefit the most impacted and distressed areas and mitigate from future disasters. Planning Activities will enhance Programs, operations, and knowledge for recovery, resiliency, and or mitigation.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

C. Performance Monitoring

The Subrecipient shall cooperate with program and financial monitoring visits and/or investigations performed by the Grantee's Office of Financial Services staff, the Harris County Auditor staff, the GLO, and/or the Office of the Inspector General (OIG). Substandard performance as determined by the Grantee, GLO and/or HUD will constitute non-compliance or breach with this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of the Agreement, pursuant to 2 C.F.R. §200.338. The Subrecipient also shall cooperate with monitoring and/or investigations performed by HUD and the GLO, and comply with their findings.

D. General Administration

1. Studies Documents

The Subrecipient, through its representative selected in accordance with federal procurement regulations set out in 2 C.F.R. §200.318 and to Grantee policy and procurement guidelines, shall prepare and submit all final studies documents for the Project upon completion, but no later than July 15, 2027.

2. Bidding and Selection of Contractor and Subcontractors

All contracted and subcontracted construction activity carried out under this Agreement shall be selected and executed pursuant to federal procurement regulations set out in 2 C.F.R. Part 200 and to Harris County policy and procurement guidelines.

The Grantee reserves the right to approve the award of the proposal.

3. Written Agreements

Within fifteen (15) days after notification by the Grantee to the Subrecipient that the proposal has been approved, the Subrecipient shall provide a written “Notice of Award” to the firm , in accordance with applicable Federal, State and local procurement procedures and regulations. The Subrecipient shall contract directly with its contractor, incorporating all requirements of this Agreement herein. The contract between the Subrecipient and its contractor and all contracts between the firm and subcontractors shall be in accordance with the guidelines of this Agreement and with all applicable CDBG-MIT regulations, applicable OMB Circulars and all other “Required Federal Grant Contract Provisions”, attached as **Exhibit I** and incorporated herein for all purposes.

E. Leveraged Funds

The Subrecipient shall maintain source documentation for any leveraged funds contained in Budget detailed in **Exhibit B** of this Agreement.

II. TIME OF PERFORMANCE

Upon completion of the Project, Harris County Precinct 3 shall prepare and deliver to HCHCD the final study document showing the Project is complete.

III. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform its services within the monetary limits contained in **Exhibit B**, Budget. The budget is based upon detailed information submitted by the Subrecipient to the Grantee during the “Request for Qualification (RFQ)” process, and any changes to the summary budget (defined as a change between budget categories), attached at **Exhibit B**, will require Subrecipient to submit a modified detailed line item budget to the Grantee for review and approval.

B. Requesting a Budget Revision

Any proposed reallocation of funds among approved budget line items constitutes a budget revision. The Subrecipient shall provide narrative justification for the budget revision on letterhead and signed by the representatives, as stated in **Exhibit A**. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Executive Director of HCHCD, or his designee. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. At the discretion of HCHCD management, no more than two (2) budget revision requests shall be allowed each year, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section III of this Agreement.

New line items or an increase or decrease in funds is a budget amendment and

must be formally approved by the Grantee. The Grantee reserves the right to reallocate funds among approved budget line items in Agreement to facilitate implementation of the approved Project scope.

C. Maximum Amount to be Paid

The total amount of CDBG-MIT allocated to the Subrecipient under this Agreement shall not exceed the amount shown in **Exhibit B** in the section entitled “Maximum Amount to be Paid Under this Agreement.”

The Subrecipient shall be responsible for expending awarded funds in a consistent and timely manner. The Grantee may reduce any or all of the awarded funds due to untimely expenditure of said funds.

D. Payment Contingent on Receipt of Funds from GLO -

The Grantee has no Harris County funds for the payment of services to be rendered under this Agreement, and any payment under this Agreement is contingent upon receipt of funds from GLO, by virtue of the above-mentioned grant(s). Accordingly, and notwithstanding anything herein to the contrary, the maximum amount available under the CDBG-MIT program under this Agreement shall not exceed the amount shown in **Exhibit B** in the section entitled “Maximum Amount to be Paid Under this Agreement” or the amount actually received by Grantee from GLO pursuant to the grant, whichever is less.

E. Payment for Eligible Expenses

The Grantee shall be responsible for payment only those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. The Grantee shall make available to the Subrecipient the total costs which serve only clients from the Grantee’s service areas, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Project. If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval

F. Payment Procedures

The Grantee shall be responsible for the payment of all expenditures under this

Agreement in accordance with established Harris County procedures. To pay the invoices, the Grantee may authorize CDBG-MIT funds to be paid directly to the approved Harris County vendor(s). At the close of each month; but no later than the 20<sup>th</sup> working day of the following month, the Subrecipient shall provide the Grantee with a detailed listing of the project expenditures along with supporting documentation of such expenditures. Based upon information submitted by the Subrecipient and consistent with any approved budget and Harris County policy concerning payment, the Grantee shall process the pay estimate through the Accounts Payable process. The Grantee may liquidate any grant funds prior to liquidating any leverage funds provided by the Subrecipient.

G. Expenditure Performance

The Subrecipient shall immediately notify the Grantee of any problems, delays or adverse conditions that will affect the ability of the Subrecipient to perform its obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the Subrecipient to resolve such problems, delays or adverse conditions. The Subrecipient shall also promptly notify the Grantee if the Subrecipient anticipates accomplishing the services set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than specified by this Agreement.

Should the Grantee determine that the Subrecipient will not use all of the funds allocated to the Subrecipient under this Agreement, then the Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other facility or infrastructure improvement providers in accordance with the Harris County procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after the date of submission or receipt of the original request will be subject to approval by the Grantee. No more than one Supplemental Request shall be allowed per month.

I. Program Income

The Subrecipient shall report all program income as defined in 24 C.F.R. §570.500(a) generated by activities carried out with CDBG-MIT funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth in 24 C.F.R. §570.504. By way of further limitations, the Subrecipient may use such income during the Agreement

period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee.

J. Withholding Payments

If HUD or GLO initiates an investigation into any matter covered under this Agreement, the Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to the Subrecipient will be determined upon resolution of the investigation by HUD or GLO.

K. Repayment of Ineligible Payments

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

IV. SPECIAL CONDITIONS

The Subrecipient and any entity or person it hires shall comply with the requirements of 24 C.F.R. §570 and follow all federal, state, and local laws, rules, codes, ordinances, regulations and policies applicable to the Subrecipient's Services and concerning the CDBG-MIT program, including and not limited to the provisions included in the attached **Exhibit I**, CDBG-MIT Federal Regulations. The Subrecipient shall utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to the conditions will result in termination of funding under this Agreement.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient shall: (1) comply with requirements set out in 2 C.F.R. 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 C.F.R. 200.400 "Cost

Principles,” for all costs incurred whether charged on a direct or indirect basis. Prior to closeout of this Agreement, the Subrecipient must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this Agreement meet the requirements of the Federal Award.

B. Record-Keeping, Reports, and Audits

1. Records to be Maintained

The Subrecipient shall maintain all records required by this Agreement, 24 C.F.R. §570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the “National Objectives” of the CDBG-MIT Program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG-MIT assistance
- e. Records demonstrating compliance with citizen participation
- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing.
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG-MIT program
- h. Financial records as required by 24 C.F.R. §570.502, and 2 C.F.R. 200.300
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation
- j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. §570.505 and §570.606. The Subrecipient must ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all records pertinent this contract for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT program, in accordance with federal Regulations. The Grantee will notify the Subrecipient of the date upon which records may be destroyed.



#### 4. Other Periodic Reports

The Subrecipient shall furnish the following reports to the Grantee, which include, but may not be limited to the following:

- a. Certifications for Contracts, Grants, Loans, and Cooperative Agreements (See **Exhibit D**) and

#### 5. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

#### 6. Failure to Meet Record-keeping, Reporting, Audit, and/or Inspection Requirements

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee may terminate all funding under this Agreement to the Subrecipient for failure to keep records properly, submit reports for three consecutive months, and/or cooperate with audits/inspections.

### C. Procurement

#### 1. Compliance

The Subrecipient shall comply with all procurement activities carried out under this Agreement, which shall be selected and executed pursuant to federal procurement regulations set out in 2 C.F.R. Part 200 and to Harris County policy and procurement guidelines. The Subrecipient shall procure property and services in accordance with the requirements of 2 C.F.R. 200.326, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

### D. Whistleblower Protection Act

The Subrecipient and its employees will be subject to all 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. 112-230) and FAR 3.908. The Subrecipient 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. The Subrecipient shall insert the substance of this clause, including this paragraph (D), in all subcontracts providing services under this Agreement.

VI. CONFLICT DISCLOSURE STATEMENT and CONFLICT OF INTEREST QUESTIONNAIRE

The Subrecipient shall comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or the local government officer's family member, or employment or other business relationship that the person may have with a local government officer or the local government officer's family members, during the preceding twelve (12) month period.

In applying for CDBG-MIT funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interest. The Subrecipient covenants that the "Conflict Disclosure Statement" (**Exhibit F**) and/or "Conflict of Interest Questionnaire" (**Exhibit G**) have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of the Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interest may result in termination of this Agreement.

VII. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee and the Subrecipient as provided in **Exhibit A**, Scope of Services.

## VIII. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

- Exhibit A      Scope of Services
- Exhibit B      Budget
- Exhibit C      Harris County Housing and Community Development Policies and Guidelines
- Exhibit D      Certification For Contracts, Grants, Loans And Cooperative Agreements
- Exhibit E      Conflict of Interest
- Exhibit F      Conflict Disclosure Statement
- Exhibit G      Conflict of Interest Questionnaire
- Exhibit H      Required Federal Grant Contract Provisions
- Exhibit I      CDBG-MIT Federal Regulations
- Exhibit J      GLO Information Security Appendix
- Exhibit K      Federal Award Identification

**HARRIS COUNTY PRECINCT 3**

By: Melissa Hamous

Name: Melissa Hamous

Title: Grant Program Manager

Date: July 3, 2025

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE  
Harris County Attorney

By: Gina Boul  
Gina Boul  
Assistant County Attorney  
File Number: 25GEN1790

**HARRIS COUNTY**

By: \_\_\_\_\_  
LINA HIDALGO  
Harris County Judge

Date Signed: \_\_\_\_\_

## **Exhibit A, SCOPE OF SERVICES**

### **I. Application**

The Subrecipient, with consultation from various County departments and other partner agencies developed the scope of work for a list of planning studies to address recovery, resiliency and mitigation needs. However, in the event of any conflict between the planning studies list and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient shall operate this Project in accordance with Community Development Block Grant Mitigation Program requirements and all other applicable federal, state, and local regulations.

### **II. Project Description**

The Subrecipient shall be responsible for implementing the Planning Study Project during the term of this Agreement. The scope of the project is to study the following topic(s):

- Louetta Road Critical Transportation Corridor Study
- Spring Stuebner Road Critical Transportation Corridor Study

The Subrecipient shall administer all activities in the provision of the aforementioned Planning Studies Projects in accordance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

### **III. Activities**

The Subrecipient shall be responsible for the delivery of the following activities in connection with the provision of the above noted Project. The activities and the submission of reports and compliance documents shall include, but not be limited to, the budget line item categories listed in the Budget detail of **Exhibit B** and as detailed further below:

**ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS**

No.	Activity Name	Schedule	Reports and Compliance Documents
<b>I.</b>	<b>Study</b>		
<b>1.</b>	<b>Request for Qualification (RFQ) and Award of Contract</b>		
a.	Draft RFQ	The Subrecipient shall submit to the Grantee the draft RFQ advertisement for review and approval.	Copy of draft RFQ
b.	RFQ Advertisement	The Grantee’s written approval of the RFQ advertisement, the Subrecipient shall proceed with the RFQ process.	Copy of RFQ advertisement with affidavit
c.	RFQ Response	After receipt of RFQ responses, the Subrecipient shall submit to the Grantee a copy of all consultant qualifications received along with the date, time and location to conduct applicant interviews.	Copy of all RFQ responses
d.	Selection of Consultant	After receipt of RFQ responses, the Subrecipient in coordination with the Grantee shall conduct consultant interviews.	N/A
e.	RFQ Interview Scores, Tabulation and Recommendation	After consultant interviews, the Subrecipient shall forward the compliance documents to the Grantee for review and approval.	Copy of all RFQ Interview Scores, Tabulation and Recommendations
f.	Award of Consultant Agreement	After the Grantee’s written approval of the Subrecipient’s recommendations of the selected consultant, <b>but not later than one hundred and twenty (120) days from the date of this Agreement</b> , the Subrecipient shall proceed with the letting of the contract for architectural/engineering services.	Original copy of the executed Contract for Design Services
g.	Assign Tasks/Research to Consultant for Completion	Ongoing during the course of the study.	Assigned by Harris County Precinct 3
h.	Project Status Updates and Interim Reviews		Monthly Provide status updates
i.	Completion of Assigned Task		Assigned by Harris County Precinct 3
j.	Drafting of Study		Assigned by Harris County Precinct 3
k.	Review of Final Document and Feedback/ Edits		Submit for review to HCD and Harris County Precinct 3
l.	Acceptance of Final Study Documents and all Data Compiled to Complete Task		Submit final document to HCD and Harris County Precinct 3

Time/Date variances to the schedule may be approved by the Executive Director of the HCHCD, or his designee, if reasonable justification is provided for the delay.

In addition to the normal administrative services required as part of this Agreement, the Subrecipient shall document progress using reporting requirements specified in Section V of this Agreement.

IV. Notice

Any communication concerning this Agreement shall be directed to the following representatives:

Grantee

Thao Costis  
Executive Director  
Harris County Housing and Community  
Development Department  
1111 Fannin 9<sup>th</sup> Floor  
Houston, Texas 77002

Subrecipient

Melissa Hamous  
Grant Program Manager  
Harris County Precinct 3  
1414 Wirt Road  
Houston, TX 77055

## Exhibit B, BUDGET

Harris County Precinct 3  
CDBG-MIT Planning Study Activities

### Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed One Million Three Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,375,000) as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Agreement from the Harris County Purchasing Agent.

### PROJECT SUMMARY

DESCRIPTION		HCD (CDBG)	LEVERAGE	TOTAL
<b>Project Costs</b>				
I.	Louetta Road Critical Transportation Corridor Study	\$825,000.00	\$0.00	\$825,000.00
II.	Spring Stuebner Road Critical Transportation Corridor Study	\$550,000.00	\$0.00	\$550,000.00
<b>Project Budget Total</b>		<b>\$1,375,000.00</b>	<b>\$0.00</b>	<b>\$1,375,000.00</b>



## **Exhibit C, HARRIS COUNTY HOUSING AND COMMUNITY DEVELOPMENT POLICIES & GUIDELINES**

These policies are intended to assist the Harris County Housing and Community Development (HCD), other Harris County departments, and Harris County Precincts receiving Harris County Community Development Block Grant (CDBG) funds. They will facilitate the Subrecipient's understanding and compliance with applicable federal and county regulations, policies and processes where the Subrecipient is responsible for design, bidding and contract administration. If clarification is needed, contact Kevin Garza, Assistant Director at (832) 927-4797.

1. If federal funds will be used to retain consultants, the Subrecipient must advertise Request for Qualification Statement (RFQ). The Subrecipient shall submit the draft RFQ for approval prior to advertisement. The responding consultant's GSA Standard Form 330 "Architecture-Engineering Qualifications" statements must be submitted for review to the Grantee prior to commissioning the consultants. Upon approval by the Grantee, the Subrecipient may retain consultant(s).
  - A. Subrecipient shall submit all study documentation prepared by the consultant for the project for approval by the Grantee.
  - B. Consultants retained by the Subrecipient shall include in the project specifications project study time limits to ensure timely completion of the project.
2. The Subrecipient shall advertise for RFQ and award contracts in compliance with the Texas Administrative Code - Statewide Procurement Rules (34.TAC.20) adopted January 20, 2017 and the following subsections of 2 C.F.R. §200:

Section 200.302	"Financial Management," except subparagraph a
Section 200.318	"General Procurement Standards"
Section 200.333	"Retention Requirements for Records"
Section 200.366	"Access to Records"
3. Prior to award of contract, the Grantee will review the RFQ proposal documents, the bidder's qualification statements, minority business plan and financial statements to ensure that the consultant has a good contracting record, adequate capitalization, and personnel to successfully complete the project, meets minority participation goals and that the consultant has not been debarred by HUD from working on federal contracts.
4. The Subrecipient, the consultant, and the Grantee shall conduct a pre-submittal meeting.
5. All change Agreements must be approved in writing by the Subrecipient prior to any alterations or modifications of the work or specifications. The Subrecipient will be responsible for any increase in cost based on any change Agreement required due to errors and/or omissions.
6. The Subrecipient must submit the following documentation to the Grantee **prior** to sending Notice of Award to a proposed consultant and execution of the contract.

Prior to sending Notice of Award:

- Copy of the RFQ advertisement.
- Copy of the RFQ tabulations.
- Copy of scoring sheets
- Copies of all proposals submitted.

- Request authorization from Grantee to award project to consultant.

Prior to execution of contract:

- Copy of DRAFT Contract with consultant for the Grantee review and approval.
- Copy of proposed subcontractor list.
- Section 3 Employment and Minority Business Plan – completed by the contractor.
- Section 3 compliance documents.
- Certificates for Contracts, Grants, Loans and Cooperative Agreements – signed by the contractor.

**(iii) Other Reports**

- Section 3 Employment and Minority Business Plan;
- Certificate for Contracts, Grants, Loans and Cooperative Agreements;
- Section 3 Certificate forms.

**Exhibit D, CERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that the Subrecipient shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 3rd day of July, 2025.

By Melissa Hamous  
(Signature)

Melissa Hamous  
(Type or Print Name)

Grant Program Manager  
(Title)

Covered Action: Louetta Road Critical Transportation Corridor Study & Spring Stuebner Road  
Critical Transportation Corridor Study

## Exhibit E, CONFLICT OF INTEREST

**All Applicants**

The standards in OMB Circular A-110, Subpart C, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

**CDBG and HOME Applicants Only**

The CDBG regulations at 24 C.F.R. §570.611 and HOME regulations at 24 C.F.R. §92.356 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient that is receiving CDBG or HOME funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG funds; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest from a CDBG-assisted or HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input type="checkbox"/>	I certify that no conflict of interest exists between Harris County and  _____
	(Name of Organization)
<input type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and  _____
	(Name of Organization)
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Harris County and  _____
	(Name of Organization)
<input type="checkbox"/>	I certify that a conflict of interest does exist between  _____ and  _____
	(Name of subcontractor)
	(Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

Signature of Authorized Agency Official	Date
Typed Name and Title	

# Exhibit F, CONFLICT DISCLOSURE STATEMENT

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
(Instructions for completing and filing this form are provided on the next page.)		
<b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b> This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.	<b>OFFICE USE ONLY</b>	
<b>1 Name of Local Government Officer</b>  	Date Received _____	
<b>2 Office Held</b>  		
<b>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  		
<b>4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.</b>  		
<b>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>  Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____  (attach additional forms as necessary)		
<b>6 AFFIDAVIT</b>  I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.  <div style="text-align: right; margin-right: 100px;">                         _____                          Signature of Local Government Officer                     </div> AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <span>_____ Signature of officer administering oath</span> <span>_____ Printed name of officer administering oath</span> <span>_____ Title of officer administering oath</span> </div>		

## Exhibit F, CONFLICT DISCLOSURE STATEMENT, (p. 2)

### LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

#### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

# Exhibit G, CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">                     _____                      Signature of vendor doing business with the governmental entity                 </p> <p style="text-align: right; margin-right: 100px;">                     _____                      Date                 </p>		

## Exhibit G, CONFLICT OF INTEREST QUESTIONNAIRE, (p. 2)

### CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



## EXHIBIT H, REQUIRED FEDERAL GRANT CONTRACT PROVISIONS

Pursuant to 2 C.F.R. Part 200 Appendix II, the Contractor shall agree to the following, in addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:

- I.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
- III.** Equal Employment Opportunity
  - (1) If this contract is a non-construction contract, the Contractor agrees as follows:
    - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Agreement 11246 - Equal Employment Opportunity, as Amended (Agreement 11246) of September 24, 1965, and of the rules, regulations, and relevant Agreements of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Agreement 11246 of September 24, 1965, and by rules, regulations, and Agreements of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and Agreements.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or Agreements, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Agreement 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Agreement 11246 of September 24, 1965, or by rule, regulation, or Agreement of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase Agreement unless exempted by rules, regulations, or Agreements of the Secretary of Labor issued pursuant to section 204 of Executive Agreement 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase Agreement as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (2) If this contract is a construction contract, the Contractor agrees as follows:
- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
  - (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (e) The Contractor will comply with all provisions of Executive Agreement 11246 of September 24, 1965, and of the rules, regulations, and relevant Agreements of the Secretary of Labor.
  - (f) The Contractor will furnish all information and reports required by Executive Agreement 11246 of September 24, 1965, and by rules, regulations, and Agreements of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the

Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and Agreements.

- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or Agreements, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Agreement 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Agreement 11246 of September 24, 1965, or by rule, regulation, or Agreement of the Secretary of Labor, or as otherwise provided by law.
- (h) The Contractor will include the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase Agreement unless exempted by rules, regulations, or Agreements of the Secretary of Labor issued pursuant to section 204 of Executive Agreement 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase Agreement as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant Agreements of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Agreement 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction

contracts pursuant to the Executive Agreement and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Agreement. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **IV. Davis Bacon Act**

The Contractor hereby agrees to abide by the Davis-Bacon Act and Related Acts, including the Copeland “Anti-Kickback” Act. The Contractor shall require that all subcontractors abide by the Davis-Bacon Acts and Related Acts.

**Applicability** – The Davis-Bacon and Related Acts apply to all construction work financed in whole or in part with federal assistance including rehabilitation of residential property, if such property contains 8 or more units.

**Exceptions** – The provisions relating to wages pursuant to Davis-Bacon and Related Acts requirements in any contract or agreement for assistance, sale, or lease, shall not apply to any individual who performs services for which the individual volunteered, or does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor (DOL)) to all laborers and mechanics on federally funded and District of Columbia construction projects in excess of \$2,000.00. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Davis-Bacon wage rate applies to The U. S. Department of Housing and Urban Development (HUD) projects because of a labor provision contained in one of HUD’s “Related Acts” such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Economic Development Act of 1974, the National Affordable Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are referred to as the Davis-Bacon and Related Act or DBRA. The DOL has published rules and pertinent implementation information concerning Davis-Bacon and other laws in the Code of Federal Regulations (CFR). These regulations are found in Title 29 C.F.R. Parts 1, 3, 5, 6 and 7.

Part 1 of the DOL regulation (29 CFR) explains how the DOL establishes and publishes DBA wage determinations (e.g. wage decisions) and provides instructions on how to use the determinations. Part 3 of the DOL regulation (29 CFR) describes the Copeland Act. The Copeland Act (Anti—Kickback Act) makes it a federal crime for anyone to

require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions. Part 5 of the DOL regulation (29 CFR) covers the labor standards provisions relating to the Davis-Bacon Act wage rates and the responsibilities of Contractors and contracting agencies to administer and enforce the provisions. Part 6 of the DOL regulation (29 CFR) provides for administrative proceedings enforcing federal labor standards on construction and service contracts. Last, Part 7 of the DOL regulation (29 CFR) sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

All suspected or reported violations shall be reported to the awarding agency.

#### **V. Contract Work Hours and Safety Act**

The Contractor hereby agrees to abide by the Contract Work Hours and Safety Act (40 U.S.C. 3701–3708). The Contract Work Hours and Safety Act (CWHSSA) require time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. The CWHSSA applies to both direct federal contracts and to indirect federally-assisted contracts except where the assistance is solely in the nature of loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for federal criminal prosecution. The Contractor shall include a provision requiring adherence to Contract Work Hours and Safety Act in all subcontracts.

#### **VI. Patents and Copyrights**

If this agreement results in any copyrightable material, the Grantee and/or the Grantor reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes. Recipients shall have no obligation to the federal government with respect to program income earned from license fees and royalties for copyrighted materials, patents, patent applications, trademarks, and inventions produced under this award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

#### **VII. Federal Environmental Regulations**

Contractors shall comply with all applicable standards, Agreements or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and all other relevant federal environmental regulations.

Contractors securing a contract in excess of \$100,000.00 will not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Agreement 11738, and Environmental Protection Agency Regulations 40 CFR 15.4.

Violations of this provision or of the aforementioned acts shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**VIII. Debarment and Suspension**

A contract award shall not be made with any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Agreements 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Agreement 12549. Contractors shall not hire subcontractors on any of the aforementioned lists.

**IX. Byrd Anti-Lobbying Amendment**

In accordance with the Byrd Amendment, U.S. Code Title 31 Chapter 13 §1352 the Contractor shall certify and shall require that all subcontractors certify the following:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

**X. Solid Waste Removal**

The Contractor shall comply and shall require subcontractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XI. Failure to comply**

Failure to comply with any part these provisions constitutes a material breach of this Agreement. The event of such a breach may result in compensation being withheld or suspended, termination of the Agreement, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of this Agreement. The Grantor and Grantee

are also entitled to all relief available under 2 CFR Part200 and all statutes and regulations related to the formation and execution of this Agreement.



## EXHIBIT I, CDBG-MIT FEDERAL REGULATIONS

A grantee and all subgrantees shall abide by all local, state, and federal regulations of the Community Development Based Grant (CDBG). A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section and any applicable amendments.

(i) Contract provisions. A grantee and all subgrantees shall comply with the following:

1. Title I of the Housing and Community Development Act of 1974;
2. 24 CFR Part 570 Community Development Block Grants (CDBG) and Community Development Block Grants Disaster Recovery (CDBG-MIT) regulations;
3. Public Law December 27, 2017 (Vol. 82, Federal Register 61320-61323) (Appropriation Act that provides funding specifically for Hurricane Harvey);
4. Uniform Relocation Act (URA) (29 CFR Part 24, et al.) (42 USC 4601-4655);
5. Davis-Bacon Act (40 U.S.C. 276a to 276a-7);
6. Citizen Participation Plan; Local Governments (24 CFR 91.105);
7. Contract Work Hours and Safety Standards Act (40 USC 327);
8. Kickbacks from Public Works Employees (18 USC 874);
9. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to The Contract Work Hours And Safety Standards Act) (9 CFR Part 5) (Section 110 of the Housing and Community Development Act of 1974), Copeland Anti-Kick Back (18 USC 874);
10. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and implementing regulations at 24 CFR Part 135;
11. Hatch Act (5 USC 1501-1508) (5 USC Chapter 15);
12. Insurance and Bonding (24 CFR 200);
13. Documentation and Record Keeping (24 CFR 570);
14. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (updated version of 24 CFR Part 85);
15. Procurement and Contractor Oversight (2 CFR 200);
16. Nondiscrimination (24 CFR Part 6), Architectural Barriers Act (42 USC 4151-4157) and the Americans with Disabilities Act (ADA) (42 USC 12131; 47 USC 155, 201, 218, and 225), State and Local Nondiscrimination Provisions, and Title VI of the Civil Rights Act of 1964 (24 CFR Part 1);
17. Affirmative Action (Executive Agreement 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR Chapter 60), Women-and Minority-Owned Businesses (W/MBE) (2 CFR Part 200);
18. Limited English Proficiency (LEP) (Title VI of the Civil Rights Act of 1964; Executive Agreement 13166);
19. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) and Duplication of Benefits (42 U.S.C. § 5155);
20. National Environment Policy Act of 1969 (24 CFR Part 50);
21. Cash Management Improvement Act (31 CFR Part 205);
22. Government Debarment and Suspension and Governmentwide Requirements for Drug-Free Workplace (24 CFR Part 24) (Executive Agreement 12549: Debarment and Suspension);

23. Environmental Review (24 CFR Part 58); The Clean Air Act (42 USC 7401 et. Seq), Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency 40 CFR Parts 6, 51, 93), Federal Water Pollution Control Act (33 USC 1251, et seq.), Flood Disaster Protection (Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, Section 582 of the National Flood Insurance Reform Act of 1994, as amended – 42 USC 5154a), Lead Based Paint (24 CFR Part 35; 42 USC 4851-4856), Historic Preservation (National Historic Preservation Act of 1966);
24. Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170);
25. Section 104(d) Relocation and One-for-One Replacement Requirements (24 CFR Part 42);  
and
26. Whistleblower Protection Act (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; 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation); and
27. all applicable Federal Register Notices.

## **EXHIBIT J, GLO INFORMATION SECURITY APPENDIX**

### **1. Definitions**

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

### **2. Security and Privacy Compliance**

- a. Contractor shall keep all PII and SPI received or generated under the Contract and any documents related thereto strictly confidential.
- b. Contractor shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- c. Contractor shall implement administrative, physical, and technical safeguards to protect PII and SPI that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- d. Harris County shall legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Harris County shall ensure that the requirements stated herein are imposed on any subcontractor of Contractor’s subcontractor(s).
- e. Contractor will not share PII or SPI with any third parties, except as necessary for Contractor’s performance under the Contract.
- f. Contractor will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Harris County. Contractor agrees to maintain and, upon request, provide documentation of training completion.
- g. Any PII or SPI maintained or stored by Contractor or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical boundaries of the United States and shall not be accessed outside of the United States.

### **3. Data Ownership**

- a. The GLO shall retain full ownership of all data, including PII and SPI, provided to Contractor by Harris County or the GLO.
- b. Upon termination of the Contract, Contractor shall promptly return to Harris County and/or the GLO all Harris County-owned or GLO-owned data possessed by Contractor and its employees, agents, or contractors, including any subcontractor. Contractor shall retain no copies or back-up records of Harris County-owned or GLO-owned data. If such return is infeasible, as mutually determined by Harris County and the GLO and Contractor, the obligations set forth in this Appendix, with respect to Harris County-owned or GLO-owned data, shall survive termination of the Contract and Contractor shall limit any further use and disclosure of GLO Data to the purposes that make the return of Harris County-owned or GLO-owned data infeasible. In lieu of the requirements in this Section 3.2, Harris

County or the GLO may direct Contractor to destroy any Harris County-owned or GLO-owned data in Contractor's possession. Any such destruction shall be verified by Contractor and Harris County and/or the GLO.

#### **4. Data Mining**

- a. Contractor agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by Harris County in the Contract or any document related thereto.
- b. Contractor agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

#### **5. Breach of Security**

- a. Contractor agrees to provide Harris County and/or the GLO with the name and contact information for a Contractor employee which shall serve as the primary data security contact.
- b. Upon discovery of a Breach of Security or suspected Breach of Security by the Contractor, Contractor agrees to notify Harris County as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, Contractor agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to Harris County with root cause analysis including a log detailing the data affected.
- c. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- d. Contractor agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- e. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Contractor agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

#### **6. Right to Audit**

- a. Upon Harris County's request and to confirm Contractor's compliance with this Appendix, Contractor grants Harris County, or the GLO, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Contractor's, or any of Contractor's contractors, including any subcontractor's, physical and/or technical environment in relation to PII or SPI. Contractor agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports PII or SPI. In lieu of a Harris County or GLO-conducted assessment, audit, examination, investigation, or review, Contractor may supply, upon Harris County or GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Contractor shall ensure that this clause concerning Harris County and the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.
- b. At the GLO's request, Contractor agrees to promptly and accurately complete a written information security questionnaire provided by Harris County or the GLO regarding Contractor's business practices and information technology environment in relation to GLO Data.

## EXHIBIT L, FEDERAL AWARD IDENTIFICATION

SUBAWARD INFORMATION The following information is provided pursuant to 2 C.F.R. 200.331(a)(1):

- Subrecipient's name (must match the name associated with its unique entity identifier): Harris County Precinct 3
- Subrecipient's unique entity identifier (DUNS): 111805896
- Federal Award Identification Number (FAIN): B-18-DP-48-0002
- Catalog of Federal Domestic Assistance (CFDA) Number: 14.228
- Federal Award Date: November 7, 2023
- Subaward Period of Performance Start and End Date: Effective Date – Project Completion Date
- Amount of Federal Funds Obligated by this Agreement: \$1,375,000
- Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: \$1,375,000
- Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: \$1,375,000
- Federal Award Program Description: Community Development Block Grant Mitigation(CDBG-MIT) grant funds are appropriated by Congress and allocated by HUD to rebuild disaster-impacted areas and provide crucial seed money to start the long-term recovery process.
- Name of Federal Awarding Agency: U.S. Department of Housing and Urban Development
- Name of pass-through entity: Harris County, Texas
- Contact Information for pass-through entity: Harris County Housing and Community Development, Attn: Thao Costis, 1111 Fannin Street, Houston, Texas 77002
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for federal award: Not applicable

**ORDER OF COMMISSIONERS COURT  
Authorizing Execution of an Agreement**

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

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

**ORDER AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN  
HARRIS COUNTY HOUSING AND COMMUNITY DEVELOPMENT AND HARRIS  
COUNTY PRECINCT 3 FOR CDBG-MIT PLANNING STUDIES**

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

	Yes	No	Abstain
Judge Hidalgo	<input checked="" 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 adopted follows:

IT IS ORDERED that:

Section 1: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County Housing and Community Development and Harris County Precinct 3 for CDBG-MIT Planning Studies. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

Section 2: The County Judge of Harris County or her Designee is hereby authorized to execute for and on behalf of Harris County Precinct 3 an Agreement by and between Harris County Housing and Community Development and Harris County Precinct 3 for CDBG-MIT Planning Studies. Said Agreement is being incorporated herein by reference and made a part hereof for all intents and purposes as though fully set forth herein word for word.

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