



HARRIS COUNTY, TEXAS

COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.
Executive Director

8410 Lantern Point Drive
Houston, Texas 77054
Tel (832) 927-4704
Fax (713) 578-2090

April 16, 2021

County Judge Hidalgo and
Commissioner Ellis, Garcia, Ramsey and Cagle

AGENDA LETTER

Please consider the following items on the Commissioners Court Agenda for April 27, 2021:

Approval of the attached Agreement, prepared by the County Attorney, between Harris County and Harris County Public Health Department (HCPH):

- Lead-Based Paint Hazard Control Program using a total of \$400,000.00 in Program Year (PY) 2021 Community Development Block Grant (CDBG) funds to provide lead-based paint hazard control services to low- and moderate-income Harris County households for the purpose of supplying safe, decent affordable housing in unincorporated Harris County.

The above project operates countywide through the HCPH offices located at 2223 W. Loop S. – Rm 432, Houston, TX 77027 in Harris County Precinct Four.

Thank you for your assistance with this request.

A handwritten signature in black ink that reads "Adrienne M. Holloway".

Adrienne M. Holloway, Ph.D.
Executive Director

AH/DAL/erw/jcv/ak

HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

EXECUTIVE SUMMARY

AGREEMENT ALLOCATING FUNDS

April 27, 2021

On February 9 2021, Commissioners Court allocated \$400,000.00 in Program Year (PY) 2021 Community Development Block Grant (CDBG) Program funds to the Harris County Public Health Department (HCPH) for the following project:

- Lead-Based Paint Hazard Control Program using a total allocation of \$400,000.00 in PY 2021 CDBG funds to provide lead-based paint hazard control services to low- and moderate-income Harris County households for the purpose of supplying safe, decent affordable housing in unincorporated Harris County. The Program Budget is \$533,334.00 consisting of \$400,000.00 in PY 2021 CDBG funds and \$133,334.00 in HCPH funds. The project will provide services to 30 low- and moderate-income households.

Attached for Commissioners Court review and approval is the Agreement allocating funds to the Harris County Public Health Department for the above project.

SERVICE AGREEMENT FOR THE OPERATION OF THE LEAD-BASED PAINT HAZARD CONTROL PROGRAM

This Agreement is made and entered into by and between the Harris County Community Services Department (“Grantee Department”), and the Harris County Public Health Department (the “Grantee Sponsor”). Harris County, a body corporate and politic under the laws of the State of Texas is referred to herein as the “County”. The Grantee Department and Grantee Sponsor are referred to herein collectively as the "Parties" and individually as a "Party." Both Parties hereby agree as follows:

I. RECITALS

- A. Harris County, has applied for and received funds from the United States Government under Title 1 of the Housing and Community Development Act of 1974, Public Law 97-383, under application number B-21-UC-48-0002, C2021-027; 14.218 Catalog of Federal Domestic Assistance.
- B. The primary purpose of the Community Development Block Grant (CDBG) Program, pursuant to Title 1 of the Housing and Community Development Act of 1974, is to benefit low- and –moderate income individuals and families.
- C. Harris County, Grantee Department, Harris County Community Services Department (HCCSD), and the Grantee Sponsor, Harris County Public Health Department, desire an Agreement Authorizing the Provision of Services for the purpose of the Lead-Based Paint Hazard Control Program (the “Project”), which is an eligible activity under the rules and regulations regarding CDBG Program Grant Funds.
- D. The Grantee Sponsor has submitted an application to the Grantee Department for Program Year (PY) 2021 CDBG funds to provide partial funding for the above-mentioned Project and will perform the activities in a manner satisfactory to the Grantee Department;
- E. The Grantee and Grantee Sponsor entered into a prior Agreement Authorizing the Provision of Services to provide Lead-Based Paint Hazard Control, and the prior Agreement expired on February 28, 2021; and
- F. The Grantee Sponsor has continued to provide Lead-Based Paint Hazard Control Services from March 1, 2021, through April 26, 2021. The Grantee desires that the Grantee Sponsor be reimbursed for services from March 1, 2021 – April 26, 2021; and
- G. The Grantee Sponsor shall ensure recognition of the role of the Grantee Department 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 Grantee Sponsor shall include reference in all publications to the Grantee Department for the support provided herein under this Agreement;
- H. 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 satisfactory completion of environmental review and receipt by the Grantee Department 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 Department's determination to proceed, modify, or cancel the Project based on the subsequent results of the environmental review.

II. ALLOCATION

- A. Harris County, acting through the Grantee Department, hereby allocates a total of \$400,000.00 (the "Allocation") in PY 2021 CDBG funds to the Grantee Sponsor for the Lead-Based Paint Hazard Control Program, which shall benefit individuals who reside within Harris County and are from low- and – moderate income households.
- B. CDBG funds are to be used only in accordance with (1) the budget attached hereto as **Exhibit B** and incorporated herein for all purposes, and (2) all regulations applicable to the use of CDBG funds. The Grantee Sponsor shall prepare and file such reports as the Grantee Department may reasonably require to facilitate monitoring of the Project to ensure compliance with CDBG regulations.

III. SCOPE OF SERVICES

- A. Eligible Activities: The Grantee Sponsor 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 Title 1 of the Housing and Community Development Act of 1974 and all regulations issued there under.
- B. Project Requirements:
 - 1. The Grantee Sponsor shall be responsible for administering a CDBG PY 2021 Project in a manner satisfactory to the Grantee Department and consistent with any standards required as a condition of providing these funds. This Agreement only provides partial funding for this Project. The Grantee Sponsor qualifies for the receipt and expenditure of such funding because the individuals served are within the unincorporated areas of Harris County and are low, very low, and extremely low income persons and households that meet one of the criteria for National Objectives set out in 24 C.F.R. §570.208(a).
 - 2. The activities carried out with funds provided under this Agreement shall meet one or more of the CDBG Program's National Objectives: a) benefit low, very low and extremely low income persons and households, b) aid in the prevention or elimination of slums or blight, and c) meet community development needs having a particular urgency, as defined in 24 C.F.R. §570.208. The Grantee Sponsor will maintain documentation that demonstrates that each activity carried out with funds provided under this Agreement comply with the following: (a) the CDBG Program's National Objectives; (b) Grantee Department's Housing Construction Services Minimum Acceptable Property Standards (Exhibit F); and Grantee Sponsor's Operational Policy Manual for the Lead-Based Paint Hazard Control Program (Exhibit G).
 - 3. The Grantee Sponsor will 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 Grantee Sponsor shall further ensure that all Project and/or facility licenses necessary to provide required Services are current and

that the Grantee Department shall immediately be notified if any such required licenses become invalid or are canceled during the Term.

- C. Performance Monitoring: The Grantee Sponsor will cooperate with Program and financial monitoring visits and/or investigations performed by the Grantee Department staff, the Harris County Auditor staff, the U.S. Department of Housing and Urban Development (HUD), and/or the Office of the Inspector General (OIG). Substandard performance as determined by the Grantee Department and/or HUD will constitute non-compliance or breach with this Agreement. The Grantee Sponsor's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee Department will result in further corrective action by the Grantee Department including, but not limited to, termination of the Agreement, pursuant to 2 C.F.R. §200.338. The Grantee Sponsor also shall cooperate with monitoring and/or investigations performed by HUD, and comply with any HUD findings.
- D. General Administration: The Grantee Sponsor shall ensure the Project is conducted pursuant to applicable federal, state, and local regulations and in a manner satisfactory to the Grantee Department and all other Required Federal Grant Contract Provisions, attached as **Exhibit J**.
- E. Leveraged Funds: The Grantee Sponsor shall maintain source documentation for any leveraged funds identified in **Exhibit B** of this Agreement.

IV. INTERIM PERFORMANCE:

- A. Payment for Services: The Parties agree that (a) Grantee Sponsor continued to provide services as specified in this Agreement from the expiration of the prior agreement on February 28, 2021 through the Commencement Date (as defined below) of this Agreement (such period being referred to herein as the "Interim"), and (b) the Allocation constitutes the maximum compensation for all services performed, including those performed during the Interim.
- B. Satisfaction and Release: By executing this Agreement in order to receive the benefit of the mutual agreement reached, Grantee Sponsor waives and releases the Grantee Department, from any and all claims, damages, actions, suits in equity, or causes of action, of whatsoever nature, whether now or not presently known to the Parties because of any matter or thing done or omitted concerning or relating to payment for Services performed during the Interim. The waiver and release contained in this Article IV extends to the County, its Commissioners, officers, employees, agents, or assigns.

- V. TIME OF PERFORMANCE: Services of the Grantee Sponsor shall start on the day this Agreement is executed by both Parties (the "Commencement Date") and continue until February 28, 2022 (the "Expiration Date"), with such period being referred to herein as the "Term". The Term may only be extended upon written approval from the Director of the Grantee Department, or his/her designee. Quarterly performance must meet the minimum standards as displayed below:

Quarter	Period	Requirements	YTD
1 st	March 1 – May 31, 2021	No less than four (4) completed qualified homes.	4 total
2 nd	June 1 – Aug. 31, 2021	An additional eight (8) completed qualified homes;	12 total
3 rd	Sept. 1 - Nov. 30, 2021	An additional nine (9) completed qualified homes;	21 total
4 th	Dec. 1 – Expiration Date	An additional nine (9) completed qualified homes;	30 total

If the Grantee Sponsor does not meet the above performance requirements for a given period, the Grantee Department will proportionately reduce the Allocation.

VI. EXPENSES AND PAYMENT

- A. Budget: The Grantee Sponsor will perform the Services within the monetary limits contained in **Exhibit B**, Budget. The committed leverage funds, as detailed in **Exhibit B**, Budget, will be transferred to the Grantee Department to administer in accordance with the Project scope. The budget is based upon detailed information submitted by the Grantee Sponsor to the Grantee Department during the Request for Proposal (RFP) process, and any proposed changes to the summary budget (defined as a change between budget categories), attached as **Exhibit B**, require Grantee Sponsor to submit a modified detailed line item budget to the Grantee Department for review and approval.
- B. Requesting a Budget Revision
 1. Any proposed reallocation of funds among approved budget line items constitutes a budget revision. The Grantee Sponsor will provide narrative justification for the budget revision on letterhead and signed by its representative(s), as defined in **Exhibit A**. A budget revision is not authorized until the Grantee Sponsor receives written approval from the Interim Director of the Grantee Department, or his/her designee. Upon approval, the Grantee Sponsor shall provide a revised budget to the Grantee Department. At the discretion of the Grantee Department, no more than two (2) budget revisions may be requested during the Term. No budget revisions may be submitted within ninety (90) days of the Expiration Date.
 2. New line items or an increase or decrease in funds is classified as a budget amendment and must be formally approved by the Grantee Department. The Grantee Department reserves the right to reallocate funds among approved budget line items as needed to facilitate implementation of the approved Project.
- C. Maximum Amount to be Paid: The maximum amount of CDBG funds to be allocated to Grantee Sponsor under this Agreement will not exceed the amount listed as Maximum Amount to be Paid as shown on **Exhibit B**. The Grantee Sponsor is responsible for expending the Allocation in a consistent and timely manner. The Grantee Department may reduce the Allocation due to untimely expenditure of said funds.
- D. Payment Contingency: The Grantee Department has no Harris County funds available for the Allocation, and any payment(s) of the Allocation is contingent upon receipt of funds from HUD, by virtue of the above mentioned grant(s). Accordingly, notwithstanding

anything herein to the contrary, the maximum amount available under the CDBG program under this Agreement will not exceed the lesser of (1) the amount listed as the Maximum Amount to be Paid on **Exhibit B**, or (2) the amount actually received by Grantee Department from HUD pursuant to the grant.

E. **Payment for Eligible Expenses:** The Grantee Department will reimburse the Grantee Sponsor for only those eligible costs pursuant to applicable federal rules, regulations, cost principles, and other requirements relating to HUD grant reimbursement. The Grantee Department will reimburse the Grantee Sponsor the total costs which serve only clients from the Grantee Department's service areas, provided that no reimbursements, other than certain advances expressly permitted by applicable law or regulations, may exceed the actual out-of-pocket expenses incurred by the Grantee Sponsor while performing the Services. No reimbursement will be made for goods or services received by the Grantee Sponsor as in-kind contributions from third parties. If indirect costs are charged, the Grantee Sponsor confirms it has developed an indirect cost allocation plan and such has been approved by the appropriate cognizant agency. Further, costs subject to reimbursement are as follows:

- i. **Direct Costs-** The Grantee Department will reimburse Grantee Sponsor for all "direct costs," as that term is defined in Appendix A of 2 CFR Part 230, described in Section IV(A) of this Agreement and Exhibit B (Budget) and those items detailed by the Grantee Sponsor to the Grantee during the RFP process.
- ii. **Indirect Costs-** The Grantee Department will also reimburse Grantee Sponsor for indirect costs (IDC) at a rate defined and approved by a cognizant agency. IDC will be consistent with indirect costs defined in Appendix A of 2 CFR Part 230. The IDC rate will not exceed the "final" or "provisional" IDC approved rate supplied by the Grantee Sponsor, for the effective periods covered and "applicable programs". Reimbursement for IDC is subject to any subsequent adjustment to the provisional rate during the Term. Grantee Sponsor will notify the Grantee Department of any changes to the "rate agreement" within 30 days of such changes and provide documentation of the IDC in effect and a final accounting recognizing any adjustments upon submission of the Grantee Sponsor's final reimbursement claim.

F. **Payment Procedures**

1. The Grantee Sponsor will pay all expenditures under this Agreement in accordance with established Grantee Sponsor procedures. Prior to the 15th working day of each following month during the Term, the Grantee Sponsor shall provide the Grantee Department a detailed listing of Project expenditures for the immediately prior month, accompanied by supporting documentation including, without limitation, invoices and detailed payroll records. Based upon such Project expenditures, the Grantee Department will, in accordance with the approved Budget and Grantee Department's payment policy(ies), prepare drawdowns of eligible expenses and place the resulting revenues in either the Grantee Sponsor or Grantee Department's grant fund where that expense originated and was appropriated.
2. The Grantee Sponsor understands and agrees that it will be reimbursed via Journal Voucher. Accordingly, reimbursements requests must include a Transaction Listing to the specific applicable General Ledger (GL) grant organizational key which has been

established in the County's financial records for this grant/project/activity along with supporting documentation for all transactions including but not limited to all of payroll and timekeeping records, invoices for supplies, professional services, leases, equipment and employee reimbursements.

3. The Grantee Sponsor shall authorize access to the Grantee Department to the specific general ledger grant organizational key which has been established in the Grantee's financial records for this grant/project/activity. The Grantee Department also reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee Department on behalf of the Grantee Sponsor.
4. The Grantee Sponsor's final reimbursement request(s) must be received by the Grantee Department within sixty (60) days following the earlier of (i) the Expiration Date or (ii) the completion of all Services. As time is of the essence regarding this requirement, requests received after sixty (60) days will not be processed, and this Agreement will terminate upon such sixty-first (61st) and any remaining funds de-obligated. Any unexpended leverage funds will be returned to the Grantee Sponsor via budget transfer. The Grantee Department will prepare and submit to the Grantee Sponsor the final de-obligation budget transfer forms necessary to close out the grant. The Grantee Sponsor will sign and return these forms in order to complete the budget and general ledger organizational key close-out process.

G. Expenditure Performance

1. The Grantee Sponsor shall immediately notify the Grantee Department of any problems, delays or adverse conditions that is likely to affect the ability of the Grantee Sponsor to perform its obligations. Such notice must include a statement of actions taken or anticipated by the Grantee Sponsor to resolve the situation. The Grantee Sponsor will also promptly notify the Grantee Department if the Grantee Sponsor anticipates completing the Services utilizing fewer funds than the Allocation, or sooner than required by this Agreement.
2. Should the Grantee Department determine that the Grantee Sponsor will not require all of the Allocation, the Grantee Department will reduce the Allocation to (a) ensure funds do not remain unspent, and (b) promptly reallocate funds to other facility or infrastructure improvement providers in accordance with Harris County procurement procedures. The Grantee Department will notify the Grantee Sponsor in writing if it decides to reduce the Allocation.

H. Supplementing a Request for Payment: Supplemental Request(s) amending a payment or reimbursement request may be submitted to the Grantee Department following the submission or receipt of an original request. Such Supplemental Request(s) are subject to approval by the Grantee Department. No more than one Supplemental Request shall be allowed per month.

I. Program Income: The Grantee Sponsor will report all program income, as that term is defined in 24 C.F.R. §570.500(a), generated by activities funded through the Allocation. In order to use program income, the Grantee Sponsor must (1) comply with 24 C.F.R. §570.504, (2) use such program income during the Term, and (3) reduce requests for additional funds equal to any program income balances on hand. All unused program income must be returned to the Grantee Department on or before the Expiration Date.

Interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee Department.

- J. Withholding Payments / Audits: If HUD initiates an investigation into any matter relating to this Agreement, the Grantee Department may withhold all payments until it receives the investigation results. Reimbursement to the Grantee Sponsor will be determined following resolution of any investigation by HUD.
- K. Repayment of Ineligible Payments: IF HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY PAYMENT OR REIMBURSEMENT TO THE GRANTEE SPONSOR IS INELIGIBLE OR DISALLOWED, THE GRANTEE SPONSOR WILL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE GRANTEE DEPARTMENT, AND THE GRANTEE DEPARTMENT WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS THE GRANTEE DEPARTMENT THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE GRANTEE SPONSOR WILL PAY GRANTEE DEPARTMENT AN EQUAL AMOUNT PRIOR TO THE PAY-BACK DEMAND DATE.

VII. SPECIAL CONDITIONS:

- A. Compliance with Relevant Federal Requirements: The Grantee Sponsor shall comply with the requirements of 24 C.F.R. §570 and all federal regulations and policies issued concerning the CDBG program. The Grantee Sponsor 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.
- B. Compliance with Eligibility Restrictions for Certain Resident Aliens: The Grantee Sponsor agrees to comply with the requirements of 24 CFR 570.613, titled “Eligibility restrictions for certain resident aliens,” in addition to all related federal regulations and policies. As stated in 24 CFR 570.613, certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Providers of benefits will be regarded as in compliance with this section if they obtain certifications from applicants that they are not classified as a restricted resident alien.
 - 1. Benefits: For the purposes of this Section VII(B), “benefits” refers to financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in Section VII(B)(3) below and do not include relocation services and payments to which displacees are entitled by law.
 - 2. Covered Activities: For the purposes of this Section VII(B), “covered activities” refers to activities that (a) meet the requirements of 24 CFR §570.208(a) by having income eligibility requirements limiting benefits exclusively to low and moderate income persons, or are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and (b) provide benefits to persons on the basis of an application.

3. Programs Affected: For purposes of this Section VII(B), “programs affected refers to one or more of the following: (a) the Community Development Block Grant program for small cities, administered under 24 CFR §570, subpart F, until closeout of the recipient’s grant; (b) the Community Development Block Grant program for entitlement grants, administered under 24 CFR §570, subpart D; (c) the Community Development Block Grant program for States, administered under 24 CFR §570, subpart I, until closeout of the unit of the general local government’s grant by the State; or (d) the Urban Development Action Grants program, administered under 24 CFR §570, subpart G of this title, until closeout of the recipient’s grant.

VIII. ADMINISTRATIVE REQUIREMENTS

- A. Financial Management: The Grantee Sponsor must: (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 Grantee Sponsor will 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.
- B. Record-Keeping, Reports, and Audits
 1. Records to be Maintained: The Grantee Sponsor will maintain all records required by: (1) this Agreement, (2) 24 C.F.R. §570.506, (3) 24 CFR §570.609, (4) 2 CFR §200.333, and (5) pertinent to the performing of the Services, including, without limitation:
 - 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 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 assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 C.F.R. §570.502, and 2 C.F.R. 200.300;
 - g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570; and
 - h. Records stating that contractors and subcontractors have been cleared to participate in the Project through a search of the System of Award Management (SAM) and Office of Foreign Assets Control (OFAC).
 2. Property Records: The Grantee Sponsor will maintain real property inventory records, clearly identifying any property purchased, improved or sold. Properties retained must continue meeting eligibility criteria and must conform to restrictions pursuant to 24 C.F.R. §570.503(b)(7) and §570.606. The Grantee Sponsor must ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule.
 3. Retention: The Grantee Sponsor will retain all records pertinent to expenditures incurred hereunder for five (5) years following the termination of this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with the Allocation must be retained for five (5)

years following the final disposition of such property. Records for any displaced person, as defined at 42 U.S.C. §4601, must be kept for five (5) years after such person has received final payment. All client records must be forwarded to the Grantee Department at the end of each quarter. The Grantee Sponsor must also comply with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970.

4. Records: The Grantee Sponsor will maintain the following reports in the Project File (Exhibit G) and furnish the same to the Grantee Department, including, without limitation, the following:

- a. Monthly Client Data Report;
- b. Monthly Program Outreach Narrative;
- c. Monthly Client Summary Report;
- d. Annual Performance Report submitted at the expiration of this Agreement;
- e. Monthly Reimbursement Request Form;
- f. Monthly Cost Control Report;
- g. Monthly Personnel Cost Worksheet;
- h. Monthly Consumables and Supplies Cost Worksheet;
- i. Monthly Professional Fee and Service Contracts Cost Worksheet;
- j. Monthly Travel Cost Worksheet;
- k. Monthly Building/Space Lease Cost Worksheet;
- l. Monthly Lease of Equipment and Furniture Cost Worksheet;
- m. Monthly Other Costs Cost Worksheet;
- n. Monthly Labor Distribution Form;
- o. Budget Revision Form (if applicable);
- p. Monthly Project Tally Sheet;
- q. Monthly Property Inspection Field Condition Progress Report;
- r. Operational Policy Manual for the Lead-Based Paint Hazard Control Program;
- s. Property List; and
- t. Section 3 Utilization Plan and Statement of Compliance (Initial and Monthly (**Exhibit I**)).

5. Deadlines:

- a. Monthly reports must be submitted within ten (10) working days following each reporting period;
- b. The Annual report is due within fifteen (15) working days following the Expiration Date or earlier termination of the Agreement;
- c. Reimbursement requests, received more than sixty (60) days following a reporting month will not be honored.

6. Audits & Inspections: All records relevant to this Agreement will be made available to the Grantee Department, its designees or the Federal government, at any time during normal business hours, as often as the Grantee Department or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Grantee Sponsor will respond to a deficiency notice in any audit report(s) within thirty (30) days following Grantee Sponsor's receipt of such deficiency notice. Efforts undertaken to correct any deficiencies must be fully cleared by the Grantee Sponsor.

The Grantee Sponsor agrees to have an annual agency audit conducted, at a time of Grantee Department's election, in accordance with 2 CFR 200. Grantee Sponsor will cooperate in periodic site visits and annual Program and financial monitoring visits which the Grantee Department staff and/or the Harris County Auditor's staff will conduct.

7. Failure to Meet Record-keeping, Reporting, Audit, and/or Inspection Requirements: The Grantee Sponsor's failure to comply with record-keeping, reporting, audits, and/or inspections required herein is a breach of this Agreement, and further funding will be withheld from the Grantee Sponsor until required reports are timely and accurately submitted. The Grantee Department may terminate the entirety of the remaining Allocation for failure to (a) maintain records properly, (b) submit required reports for three consecutive months, or (c) cooperate with any audits or inspections.
 8. Grievance Procedures: The Grantee Sponsor shall establish and maintain written procedures to address grievances or complaints of Program participants that should permit participants to contact the Grantee Department only after the complainant has exhausted the Grantee Sponsor's internal procedures. The Grantee Sponsor will notify Program participants of its grievance procedure, including the telephone number for Grantee Department. The Grantee Sponsor must immediately notify Grantee Department of all grievances or complaints it receives.
 9. Limited English Proficiency: The Grantee Sponsor will provide language assistance or otherwise ensure program information is available in the appropriate language(s) for the Grantee Department's service area and that limited English proficient persons have meaningful access to CDBG assistance, pursuant to Title VI of the Civil Rights Act of 1964.
- C. Procurement Compliance: The Grantee Sponsor will comply with the (i) public notice and (ii) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, Texas Local Government Code §262.021 et seq., concerning the purchase of equipment and services and shall maintain an inventory record of all non-expendable personal property, as defined by County policy, that may be procured with funds provided hereunder. The Grantee Sponsor will procure materials in accordance with the requirements of 2 C.F.R. 200.317 "Procurement Standards", and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.
- D. Whistleblower Protection Act: The Grantee Sponsor 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 Grantee Sponsor must 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 Grantee Sponsor shall insert the substance of this clause, including this paragraph (D), in all subcontracts providing Services under this Agreement.

IX. CONFLICT DISCLOSURE STATEMENT and CONFLICT OF INTEREST QUESTIONNAIRE

- A. The Grantee Sponsor will comply with Chapter 176 of the Local Government Code with

respect to any conflict of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee Department. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee Department 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.

- B. In applying for CDBG funds, the Grantee Sponsor disclosed to the Grantee Department the nature of any perceived or actual conflict of interest. The Grantee Sponsor covenants that the Conflict Disclosure Statement (**Exhibit C**) and/or Conflict of Interest Questionnaire (**Exhibit D**) have been filed with the Grantee Department'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, at the election of Grantee Department.

VII. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of the Grantee Department and the Grantee Sponsor 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	Conflict Disclosure Statement
Exhibit D	Conflict of Interest Questionnaire
Exhibit E	Certification of Contracts, Grants, Loans and Cooperative Agreements
Exhibit F	Grantee Department's Housing Construction Services Minimum Acceptable Property Standards
Exhibit G	Project File Documentation
Exhibit H	Participant File Documentation
Exhibit I	Harris County Section 3 Utilization Plan & Statement of Compliance
Exhibit J	Required Federal Grant Contract Provisions

Signatures Follow on Next Page

GRANTEE SPONSOR:
Harris County Public Health Department

By: _____
Gwen J. Sims, Med, RD, LD
Interim Executive Director

Date Signed: _____

GRANTEE DEPARTMENT:
Harris County Community Services Dept.

By: _____
Lina Hidalgo
County Judge

Date Signed: _____

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CA File No.: 21GEN1116

Exhibit A, SCOPE OF SERVICES

I. Application

This Scope of Services is based on the proposal prepared and submitted by the Grantee Sponsor through the Grantee Department's annual Request for Proposal (RFP) process. However, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Grantee Sponsor shall operate this Community Development Block Grant (CDBG) Program and all other applicable federal, state, and local regulations.

II. Principal Task

The Grantee Sponsor shall be responsible for providing lead-based paint hazard control and related services to eligible households during the term of this Agreement. The services shall be provided within the Grantee Department service area and cooperative cities. The Grantee Sponsor shall administer all activities in the provision of the aforementioned public services in compliance with all applicable federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Grantee Department.

During PY2021 the Grantee will provide the Grantee Sponsor with 20 or more Harris County Project Recovery referrals that have been identified as needing lead-based paint hazard control and related services. The Grantee Sponsor shall prioritize all Harris County Project Recovery referrals and ensure that all referrals meet the project requirements.

The Grantee Sponsor 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 Grantee Sponsor shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and the Grantee Department shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Organizational Overview

The Grantee Sponsor serves a population base of over 3 million Harris County residents (1.4 million outside of the city limits of Houston) with accessible preventive health programs, supported by select clinical services. The Grantee Sponsor is one of approximately fifty (50) departments within the Harris County government.

The administrative direction for the Grantee Sponsor is provided by Harris County Commissioners Court, which is comprised of the County Judge and four Precinct Commissioners. The Director of the Grantee Sponsor reports directly to Commissioners Court.

Over 600 employees of the Grantee Sponsor provide services within the following organizational structure:

- Health Education
- Disease Control & Clinical Prevention
- Environmental Public Health
- Mosquito Control
- Administration and Support Services
- Office of Planning and Assessment
- Veterinary Public Health

The Grantee Sponsor, founded within the principles of public health in its mission statement, declares that it will

- Promote a healthy community through assessment, community collaborative, education, disease monitoring, regulation and health services, which prevent disease and promote a healthy environment.
- Ensure that preventive health care services are available and accessible to all residents of the community through direct delivery, consultation, collaboration and referral.
- Provides services at a level of quality that meets accepted public health standards, satisfies customers, both within and outside the department and provides good stewardship of public resources.

IV. Project Delivery

Introduction

The purpose of the Lead-based Paint Hazard Control Program (LHCP) is to remove lead-based paint poisoning hazards from single-family homes owned and/or rented and occupied by households at the 80% or below Median Family Income (“MFI”) limits published by HUD.

Location of Proposed Services/Project

The LHCP will provide county-wide services within the Grantee Department service area and cooperative cities. The Grantee Sponsor shall obtain applications and provide assistance to a diverse cross section of Harris County residents.

Schedule

Hours of operation are Monday – Friday, 8:00 AM to 5:00 PM

Program Outreach Narrative

The Grantee Sponsor shall conduct community-based outreach by attending community meetings, door-to-door outreach, advertising in local (community-based) newspapers and information through mobile clinics. The Grantee Sponsor shall document all marketing activity on a monthly Program Outreach Narrative per V, B, 4 of this Agreement that is to be submitted to the Grantee Department and shall include, but not be limited to, the following:

- a. Date of recruitment/marketing effort
- b. Target area
- c. Written description of efforts
- d. Number of people contacted
- e. Title(s) of Program Staff providing outreach

Project Staffing

The Grantee Sponsor shall provide the following staffing for the LHCP: Compliance and Environmental Programs Manager, Supervisor Lead Grant Program, Lead Remediation Specialist, Financial Reporting Specialist, Assistant Outreach Coordinator, and Lead Grants Assistant Specialist.

Outcomes/Project Evaluation

The overall Project goal is to remediate lead hazards in a minimum of 30 low, very low, and extremely low income households, including Harris County Project Recovery referrals. During PY 2021 the Grantee Sponsor shall deliver quarterly outcomes per schedule below prioritizing the Harris County Project Recovery referrals:

Quarter	Period	Requirements	YTD
1 st	March 1 – May 31, 2021	No less than four (4) completed qualified homes;	4 homes total
2 nd	June 1 - August 31, 2021	An additional eight (8) completed qualified homes;	12 homes total
3 rd	September 1 - November 30, 2021	An additional nine (9) completed qualified homes;	21 homes total
4 th	December 1, 2021 – Expiration Date	An nine (9) completed qualified homes;	30 homes total

If the Grantee Sponsor does not meet the above performance requirements for a given period, the Grantee Department will proportionately reduce the Allocation.

V. Activities

The Grantee Sponsor shall be responsible for the delivery of the following activities in connection with the provision of the above-noted public services. The performance under these activities shall be measured in units of service as defined below. Services must include:

HC PUBLIC HEALTH DEPARTMENT					
LEAD BASED PAINT PROGRAM					
Performance Measures, e.g. Unit Cost					
<u>Activity</u>	<u>Description</u>	<u>Unit Cost</u>	<u># of Units</u>	<u>\$ Per Task</u>	<u>PY2021 # of Households</u>
1	Application/Household Eligibility	4,000.00	30	120,000.00	30
2	Property Eligibility/Risk Assessment	4,000.00	10	40,000.00	
3	Procurement & Construction	4,000.00	30	120,000.00	
4	Final Inspection Reporting/Closeout	4,000.00	30	120,000.00	
TOTALS			100	\$ 400,000.00	

Activity # 1 – Application Process

The Grantee Sponsor shall provide applicants with a written application form that, at a minimum, must provide applicants with information that explains the Program requirements, including level and type of assistance provided principal residence requirements and includes sufficient information to enable the Grantee Sponsor to determine household income and eligibility in order to receive assistance.

Activity # 2-Qualifying Participants

The Grantee Sponsor shall begin qualifying participants upon approval of this Agreement and the following must be determined prior to providing services to households:

- (1) Determine if the applicant/household is income eligible to receive assistance by assembling source documentation for all adult household members (age 18 and older) residing in the property, evidencing annual income for all adult household members from all sources by obtaining copies of at least two (2) months of most recent consecutive wage statements, interest statements, unemployment compensation statements, etc. Eligibility is based on annual income.
- (2) Obtain third party verification of employment and income from all applicable sources, for all adult family members occupying the property and/or obtain verification of unemployment, verification of alimony/child support (if applicable).
- (3) Calculate annual income by utilizing the Section 8 (24 CFR Part 5) definition of determining annual income as in the *Technical Guide for Determining Income and Allowances for the HOME Program*. The Part 5 definition of annual income is the gross amount of all adult household members that is anticipated to be received during the coming 12-month period.
- (4) Document demographic information, including race, sex and head of household for all participants, 100% of which must meet the 80% or below MFI limits published by HUD.
- (5) Document that all owner occupied households served under this Agreement acknowledge and understand that the assistance provided is a deferred loan and shall be forgiven only if the owner agrees in writing to continue to reside in the property as his/her principal residence for a period of not less than one (1) year after completing the required lead control work under this Agreement.
- (6) Document that all renter occupied households served under this Agreement acknowledge and understand that the assistance provided is a deferred loan and shall be forgiven only if the owner agrees in writing to continue to maintain the home as affordable rental housing for a period of not less than three (3) years after completing the required lead control work under this Agreement.
- (7) Document the precise physical location of each property receiving services under this Agreement to ensure that each selected property is located within the Grantee Department service area. This may be accomplished by utilizing a map or other graphic aids. The map or other graphic aids shall be maintained in each respective participant file.

- (8) Document rejection letters for denied applicants, if applicable.

Activity #3-Determining Eligible Properties

The Grantee Sponsor shall qualify a minimum of 30 single-family occupied and or renter occupied properties built prior to 1978 (with emphasis on those built prior to 1959). Properties must house low, very low, or extremely low income households and have visible chipped, peeling and/or deteriorated (interior and or exterior) surfaces containing lead-based paint suitable for lead hazard controls. The Grantee Sponsor shall begin a waiting list of eligible properties within thirty (30) days after Commissioners Court approval of this Agreement; however, the Grantee Sponsor shall prioritize any Harris County Project Recovery referrals received from the Grantee during PY2021.

- a. The Grantee Sponsor, on behalf of the owners or renters, shall perform a Lead-Based Paint Lead Hazard Risk Assessment/Inspection utilizing a Certified Risk Assessor to determine that the probability of lead hazards exist. The Grantee will provide completed Lead-Based Paint Risk Assessments for the Harris County Project Recovery referrals.
- b. The Grantee Sponsor shall provide assistance to eligible owner or renter occupied properties. Under this Agreement, an eligible property shall mean a detached single-family dwelling unit. Mobile homes are not eligible properties for assistance under this Agreement.
- c. The Grantee Sponsor shall collect all applicable documentation to verify that each respective applicant owns and occupies the property as a principal residence and that all property taxes are current. Under this Agreement, ownership shall mean a family or individual owns the property if that family or individual:
 1. Has fee simple title to the property; or
 2. Maintains a 99-year leasehold interest in the property; or
 3. Maintains an equivalent form of ownership approved by the U.S. Department of Housing and Urban Development (HUD).

In addition to the above requirements, if the property is occupied by a renter, the renter must also show that there is an enforceable lease agreement in place entitling them to occupy the property as a residence.

Copies of acceptable documents verifying ownership and occupancy shall be maintained in each participant file.

- d. The Grantee Sponsor shall routinely check the Grantee's real property records to determine the date of construction of each potential property. The Grantee Sponsor shall enter a record for each house older than 45 years proposed to receive rehabilitation/demolition work under the program at eTrac, the Texas Historic Commission online review and compliance system.—The Grantee Sponsor shall not enter into a legally binding agreement to provide assistance

with funds provided under this Agreement to owner or renter properties constructed prior to 1974 until the Grantee Department provides the Grantee Sponsor with written authorization to proceed. By executing this Agreement, the Grantee Sponsor acknowledges and understands that Section 106 of the National Historic Preservation Act requires the Grantee Department to request comments from the Texas Historical Commission prior to commencing any action on properties built prior to 1974.

Activity #4-Procurement of Services

The Grantee Sponsor is only authorized to complete required rehabilitation/repair work as a result of lead remediation. Rehabilitation/repair work shall be restricted to the specific location(s) determined hazardous/deteriorated (interior and or exterior) surfaces based on the Certified Lead Inspection Lead-based Paint Risk Assessment. The Grantee Sponsor shall ensure that all contractors authorized to perform services under this Agreement complete 100 percent of all required rehabilitation/repair work as a result of lead remediation to the complete satisfaction of the Grantee Department prior to awarding additional work assignments. The Grantee Sponsor must ensure that no contractor is issued more than two (2) Notices to Proceed at any given time. Qualified bidders may be awarded up to four (4) contracts provided that previously awarded work assignments have been completed. Completion is achieved upon receipt of a Grantee Department's Housing Construction and Inspection Services (HCIS) passing inspection.

- a. The Grantee Sponsor shall not begin Lead-Based Paint Hazard Control activity to a program participant's home until the Grantee Department has notified the Grantee Sponsor that pursuant to 24 C.F.R. §58 that HUD has approved the Environmental review and executed the Authority to use Grant Funds, HUD Form 7015.16.
- b. The Grantee Sponsor shall provide grants or deferred loans to qualified households up to the amount of the contract in CDBG Program funds for eligible owner or renter occupied housing units located within the Grantee Departments HUD approved service area.
- c. The Grantee Sponsor, on behalf of the owner or renter, shall ensure that the contractors perform all work in accordance with the Grantee Department's Housing Construction Services Minimum Acceptable Property Standards (Exhibit F), as well as local, state, and federal guidelines as they relate to CDBG funding under this Agreement.
- d. The Grantee Sponsor must prepare detailed in-house work write-ups, specifications and cost estimates for each respective property in accordance with **2 C.F.R. §200.320**. Work write-ups and specifications must note the exact location of the lead remediation work to be completed. The Grantee Sponsor shall maintain all bid documents and selection documentation in The Participant File.

- e. The Grantee Sponsor must provide each owner or renter with a Notice of Eligibility for Relocation Assistance.
- f. In the event that the estimated repair costs are projected to exceed \$15,000.00, the Grantee Sponsor shall promptly notify the Grantee Department prior to beginning the contracted LHCP work.
- g. The Grantee Sponsor must include a 10% contingency allowance in excess of the final bid amount for a total contract not to exceed \$15,000.00. The contingency allowance is to be used solely for unforeseen or hidden conditions related to the original scope of work. Contingency expenditures must be approved by the Grantee Sponsor Program Administrator and documented in the Participant File (Exhibit H) using a format approved by the Grantee Department.
- h. The Grantee Sponsor must receive Commissioners Court approval prior to the modification of the Grantee Sponsor/owner or renter agreement. Contract budget Change Orders must be approved by the Grantee Sponsor Program Administrator and documented in the Participant File (Exhibit H) using a format approved by the Grantee Department.
- i. The Grantee Sponsor, on behalf of the owner or renter, shall ensure compliance with HUD guidelines concerning lead based paint in accordance with 24 C.F.R. §570.608 for all properties constructed prior to 1978. The Grantee Sponsor shall provide notice in accordance with 24 C.F.R. §570.608(2) to all owners of properties constructed prior to 1978 receiving assistance under this Agreement.

Activity #5-Monitoring Responsibilities

- a. The Grantee Sponsor shall document household characteristics and Project information for all qualified participants. All client information must be included in the Participant File and in a format approved by the Grantee Department.
- b. The Grantee Sponsor, on behalf of the owner or renter, shall require contractors, subcontractors and sub-subcontractors authorized to perform services under this Agreement, to obtain all applicable building and construction related permits, including but not limited to heating, ventilation and air conditioning (HVAC) permit, electrical permit, plumbing permit, and building and construction permit, etc. from the appropriate local, state, and federal governing entity. The Grantee Sponsor shall require all contractors to submit a copy of all required permits and related governing entities' permit fees. In addition, the Grantee Sponsor shall maintain the appropriate local, state, and federal governing entities' final inspection of approval in each respective Participant File.
- c. The Grantee Sponsor shall maintain copies of all the Grantee Sponsor and owner or renter agreements in each respective Participant File.

- d. The Grantee Sponsor, on behalf of the owner or renter, shall monitor and inspect the activities of all contractors, subcontractors and sub-subcontractors authorized to perform any lead hazard control work under this Agreement to ensure conformity with specifications and bid documentation.
- e. The Grantee Sponsor shall require all owners or renters to sign an affidavit acknowledging receipt of the lead-based paint notice and shall maintain signed affidavits in each respective Participant File.
- f. The Grantee Sponsor shall perform, as a minimum standard, an initial property assessment inspection of each property prior to commencement of any required lead hazard control repair work under this Agreement. A copy of the written assessment shall be maintained in each respective Participant File.
- g. The Grantee Sponsor, on behalf of the owner or renter, shall take an initial series of digital or 35mm color photographs of each property from north, south, east, and west elevations to document pre-lead hazard control repair conditions of all damaged and deteriorated exterior and interior areas. The Grantee Sponsor shall maintain pre-lead hazard control repair photographs, and shall identify the property address, describe the location and damaged/deteriorated area(s). The Grantee Sponsor must maintain color photographs of pre-intervention conditions in each respective Participant File.
- h. The Grantee Sponsor, on behalf of the owner or renter, shall maintain an accurate and complete Property Inspection Field Condition Progress Report for each respective property receiving assistance under this Agreement. The Grantee Sponsor Property Inspection Field Condition Progress Report shall include, but not be limited to, the following:
 - 1. Property address, owner or renter name
 - 2. Written description of initial assessment conditions and recommendations
 - 3. Contractor's name, construction schedule and/or progress log
 - 4. Quality of workmanship evaluation
 - 5. Issues and concerns related to compliance of all required work.
- i. The Grantee Sponsor, on behalf of the owner or renter, shall maintain accurate and complete chronology of events related to the lead hazard control repair conditions by continually updating the Property Inspection Field Condition Progress Reports until all required work has been successfully completed to the complete satisfaction of the Grantee Department.
- j. The Grantee Sponsor, on behalf of the owner or renter, shall routinely inspect each job site to ensure timely delivery of services in order to ensure full compliance with each respective work write-up and to ensure continued work progress when authorized contractors complete a minimum of twenty-five (25) percent, fifty (50) percent, and seventy-five (75) percent of required work. If the work requires two (2) working days or less, the Grantee Sponsor shall inspect each job site when the authorized contractor completes a minimum of fifty (50) percent of required work.

- k. The Grantee Sponsor, on behalf of the owner or renter, shall take a series of digital or 35mm color “during construction” photographs of each property from north, south, east and west elevations at each inspection to graphically document workmanship and progress of work to correct damaged and deteriorated exterior and interior surface areas performed under this Agreement. The Grantee Sponsor shall label photographs “during construction” and maintain photographs in a tabbed/labeled section of each respective Participant File.
- l. The Grantee Sponsor, on behalf of the owner or renter, shall develop and retain a punch list (where and when applicable). The Grantee Sponsor shall monitor contractors until all punch list items are satisfactorily completed.
- m. The Grantee Sponsor must submit an inspection request form to the Grantee Department to schedule a mandatory 100 percent completion walk-thru inspection for each respective property. HCIS will conduct the walk-thru inspection with the Grantee Sponsor, the general contractor and the owner or renter, all of whom must be present.
- n. The Grantee Sponsor, on behalf of the owner or renter, shall take a series of digital or 35mm color “100 percent completion” photographs to graphically document workmanship and to pictorially document the corrected damaged and deteriorated exterior and interior surface areas. The Grantee Sponsor shall label photographs as “post construction” photograph and maintain photographs in the tabbed/labeled section of each respective Participant File.
- o. Upon completion of each repair project, the Grantee Sponsor shall obtain Final Notice Release of Liens and Warranty affidavit signed by applicable contractors, subcontractors and sub-subcontractors authorized to perform services under this Agreement verifying completion and total price. Signed affidavits are to be retained in each respective Participant File.
- p. The Grantee Sponsor shall obtain a signed affidavit from each owner/ or renter verifying receipt of applicable manufacturer warranties (when applicable) and shall maintain signed affidavits in each respective Participant File.

VI. Project Approval

All inspections are conducted on behalf of the owners or renters to assess the quality of workmanship and ensure successful completion of the repair/rehabilitation of the housing unit while ensuring compliance with any standard, code and regulations required under this Agreement. The Grantee Department must approve and accept the Project before the Project is categorized as complete. Payment to the Grantee Sponsor contractors is contingent upon the Grantee Sponsor obtaining written final approval by the Grantee Department.

VII. Notices

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

Grantee Department

Adrienne M. Holloway, Ph.D.
Executive Director
Harris County Community Services
Department
8410 Lantern Point
Houston, Texas 77054

Grantee Sponsor

Gwen J. Sims, MEd, RD, LD
Interim Executive Director
Harris County Public Health
Department
2223 West Loop South
Houston, Texas 77027

Exhibit B, BUDGET

HARRIS COUNTY PUBLIC HEALTH SERVICES DEPARTMENT LEAD-BASED PAINT HAZARD CONTROL PROGRAM

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee Department under this Agreement shall not exceed Four Hundred Thousand dollars (\$400,000.00).

Project Budget Summary			
Description	HCCSD	Leverage	Total
Project Administration Costs (Indirect Costs)			
Department Overhead	\$ -	\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
Project Operations Costs			
Personnel	\$ 200,651.93	\$ 93,000	\$ 293,651.93
Non Personnel	\$ 7,083	\$ -	\$ 7,083
Subtotal	\$ 207,734.93	\$ 93,000	\$ 300,734.93
Project Costs			
Professional Fees/Contract Services	\$ 167,401	\$ 40,334	\$ 207,735
Relocation	\$ 24,864.07	\$ -	\$ 24,864.07
Subtotal	\$ 192,265.07	\$ 40,334	\$ 232,599.07
Project Budget Total	\$ 400,000	\$ 133,334	\$ 533,334

Project Budget Details			
Project Administration Indirect Costs Detail			
Indirect Costs	HCCSD	Leverage	Total
Department Overhead	\$ -	\$ -	\$ -
Indirect Costs Detail Total	\$ -	\$ -	\$ -

Project Operations Personnel Detail						
Position	FTE	Monthly Salary	Months	HCCSD	Leverage	Total
Compliance & Environmental Programs Manager	0.117	\$ 7,304.00	12	\$ -	\$ 10,255.37	\$ 10,255.37
Supervisor Lead Grant Program	0.723	\$ 6,272.54	12	\$ 54,420.59	\$	\$ 54,420.59
Lead Remediation Specialist	0.1	\$ 4,732.93	12	\$ 5,679.52	\$ 36,048.00	\$ 41,727.52
Financial Reporting Specialist	1	\$ 4,378.96	12	\$ 52,547.56	\$ -	\$ 52,547.56
Assistant Outreach Coordinator	0.75	\$ 3,683.33	10	\$ 27,625.00	\$ -	\$ 27,625.00
Lead Grants Assistant	0.4	\$ 3,813.00	12	\$ -	\$ 18,302.40	\$ 18,302.40
Subtotal				\$ 140,272.66	\$ 64,605.77	\$ 204,878.43
Fringe Benefits						
FICA (7.65%)				\$ 10,352.12	\$ 4,942.34	\$ 15,294.46
Fringe Benefits				\$ 448.87	\$ 129.21	\$ 578.08
Worker's Compensation				\$ 1,234.40	\$ 646.06	\$ 1,880.46
Insurance				\$ 27,162.70	\$ 12,921.15	\$ 40,083.85
Retirement				\$ 21,181.17	\$ 9,755.47	\$ 30,936.64
Fringe Benefits Total				\$ 60,379.27	\$ 28,394.23	\$ 88,773.50
Personnel Detail Total				\$ 200,651.93	\$ 93,000.00	\$ 293,651.93

Project Operations Non-Personnel Detail			
Expense	HCCSD	HCPHES	Total
Travel			
Vehicle Maintenance and Gasoline	\$ 4,100	\$ -	\$ 4,100
Travel Detail Subtotal	\$ 4,100	\$ -	\$ 4,100
Consumable/Supplies			
Equipment, Materials and Supplies	\$ 2,083	\$ -	\$ 2,083
Communication	\$ 900	\$ -	\$ 900
Consumable/Supplies Detail Subtotal	\$ 2,983	\$ -	\$ 2,983
Non-Personnel Detail Total	\$ 7,083	\$ -	\$ 7,083
Project Operations Project Costs Detail			
Expense	HCCSD	HCPHES	Total
Professional Fees/Contract Services			
Lead Hazard Reduction (30 Homes)	\$ 143,501	\$ 40,334	\$ 183,835
Title Opinion	\$ 1,000	\$ -	\$ 1,000
Risk Assessments	\$ 17,900	\$ -	\$ 17,900
Laboratory Samples	\$ 5,000	\$ -	\$ 5,000
Professional Fees/Contract Services Detail Subtotal	\$ 167,401	\$ 40,334	\$ 207,735
Relocation			
Housing Moving and Storage	\$ 24,864.07	\$ -	\$ 24,864.07
Relocation Detail Subtotal	\$ 24,864.07	\$ -	\$ 24,864.07
Project Costs Detail Total	\$ 199,348.07	\$ 40,334	\$ 239,682.07

CONFLICTS DISCLOSURE STATEMENT

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT <small>(Instructions for completing and filing this form are provided on the next page.)</small>		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.		OFFICE USE ONLY Date Received _____
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(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.	
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). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <div style="text-align: center;">(attach additional forms as necessary)</div>	
6	AFFIDAVIT 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> <div style="margin-top: 20px;"> 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;"> <div style="width: 30%;"> _____ Signature of officer administering oath </div> <div style="width: 30%;"> _____ Printed name of officer administering oath </div> <div style="width: 30%;"> _____ Title of officer administering oath </div> </div> </div>	

Exhibit C
CONFLICTS DISCLOSURE STATEMENT, page 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 D

CONFLICT OF INTEREST QUESTIONNAIRE

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<p>(Instructions for completing and filing this form are provided on the next page.)</p>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		<div style="border: 1px solid black; padding: 5px;"> OFFICE USE ONLY </div> <div style="border: 1px solid black; padding: 5px; height: 100px;"> Date Received </div>
1	Name of Local Government Officer	
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(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.	
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).	
Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ <div style="text-align: center; margin-top: 10px;">(attach additional forms as necessary)</div>		
6	AFFIDAVIT	
<p>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.</p> <div style="text-align: right; margin-top: 20px;"> _____ Signature of Local Government Officer </div> <p style="margin-top: 20px;">AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ Signature of officer administering oath</div> <div>_____ Printed name of officer administering oath</div> <div>_____ Title of officer administering oath</div> </div>		

Exhibit D
CONFLICT OF INTEREST QUESTIONNAIRE (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 E, CERTIFICATION OF 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative Agreements) and that all Subrecipients 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 _____ day of _____, 2021.

By _____
(Signature)

(Type or Print Name)

(Title)

Covered Action: Lead Based Paint Hazard Control Program
(Program, Project or Activity)

EXHIBIT F

GRANTEE DEPARTMENT'S HOUSING CONSTRUCTION SERVICES MINIMUM ACCEPTABLE PROPERTY STANDARDS

**[https://csd.harriscountytexas.gov/Documents/Harris County Affordable Housing Standards
Minimum Prop 08272018-2.pdf](https://csd.harriscountytexas.gov/Documents/Harris%20County%20Affordable%20Housing%20Standards%20Minimum%20Prop%2008272018-2.pdf)**

EXHIBIT G

PROJECT FILE DOCUMENTATION

1. Monthly Client Data Reports
2. Monthly Client Summary Reports
3. Quarterly and/or Annual Performance Reports
4. Monthly Unit Price Invoice/Monthly Reimbursement Request Form
5. Monthly Cost Control Report
6. Monthly Personnel Cost Worksheet
7. Monthly Consumables and Supplies Cost Worksheet
8. Monthly Professional Fee and Service Contracts Cost Worksheet
9. Monthly Travel Cost Worksheet
10. Monthly Building/Space Lease Cost Worksheet
11. Monthly Lease of Equipment and Furniture Cost Worksheet
12. Monthly Other Costs Cost Worksheet
13. Monthly Labor Distribution Form
14. Budget Revision Form (if applicable)
15. Monthly Project Tally Sheet
16. Monthly Property Inspection Field Condition Progress Report
17. Monthly Marketing Report
18. Operational Policy Manual for the Lead-Based Paint Hazard Control Program
19. Property List

EXHIBIT H

PARTICIPANT FILE DOCUMENTATION

1. Application
2. Acknowledgement of receipt of grievance procedures
3. Lead paint notice
4. Documentation establishing ownership- title search, age of property, current taxes
5. Documentation of income eligibility
6. Affidavit of Citizenship Status
6. Eligible Immigration Status
7. Map and Graphic Aids
8. Initial written lead-based paint assessment
9. Texas Historical Commission comments (if built before 1974)
10. Agreement and Contingency Allowance Expenditure, Change Order or Field Change (if applicable)
11. Bid documentation
12. Documentation of contractor selection and verification of compliance with procurement policies, proof of no debarment (SAM search) , and not on the OFAC list
13. Receipt of relocation allocation (if applicable)
14. Building permits (if applicable)
15. Pictures- pre-construction, during construction, and post construction
16. Chronology of Events
17. Write-Ups at Stages of Completion- Initial, 25%, 50%, 75%,
19. Contractor invoices
20. HCIS Inspection- passed and failed
21. Construction completion pictures
22. Final Notice Release of Liens
23. Affidavit confirming receipt of warranty information
24. Rejection letter for denied applicants (if applicable)

EXHIBIT I

SECTION 3 UTILIZATION PLAN

(Follows)



Harris County

Section 3 Utilization Plan & Statement of Compliance

AWARD RECIPIENT INFORMATION			
AWARD RECIPIENT Name			
AWARD RECIPIENT Address		Representative Email	
Agreement Title		Agreement Amount	\$

PART I: SECTION 3 REQUIREMENTS

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be directed to low- and very low-income persons. Good faith efforts toward reaching Section 3 numeric goals are not optional, and the requirements of Section 3 apply to award recipients, contractors, and subcontractors.

Section 3 applies to AWARD RECIPIENTS receiving HUD funding in excess of \$200,000 combined from all sources in any one year. Section 3 covers the expenditure of any portion of those funds for any activity that involves housing construction, rehabilitation, or other public construction, and the requirements are triggered by the need for employment, subcontracting, or training. If the AWARD RECIPIENT receives in excess of \$200,000 and intends on using the funds to procure a contractor to perform any work, contractor and/or subcontractor(s) awarded contracts in excess of \$100,000 must each submit a separate Section 3 Utilization Plan & Statement of Compliance. If no contractor receives an award exceeding \$100,000, responsibility for complying with the requirements of Section 3 stays with the AWARD RECIPIENT. If an AWARD RECIPIENT does not receive funding in excess of \$200,000 or the funding does not result in new employment, subcontracting, or training opportunities, then Section 3 is not triggered.

A. Section 3 Hiring

Section 3 Hiring requirements are triggered by the need for new hires in the completion of a Section 3 covered contract. The Section 3 Hiring goals under 24 CFR 135.30(b)(2) require that AWARD RECIPIENTS commit to employ Section 3 Residents¹ as 30% of the aggregate number of full-time new hires.

B. Section 3 Subcontracting

Section 3 Subcontracting requirements are triggered by the need for subcontracts in the completion of a Section 3 covered contract. The Section 3 Subcontracting goals under 24 CFR 135.30(c) require AWARD RECIPIENTS to make the effort to award contracts, to the greatest extent feasible, to Section 3 Business Concerns² as follows:

- Building Trades Contracts (construction): At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with construction projects.
- Other Contracts (non-construction): At least 3% of the total dollar amount of all other Section 3 covered contracts. This might include professional service contracts such as architectural, engineering, or legal services related to construction or rehabilitation projects.

PART II: SECTION 3 TRIGGER

☐ I do not anticipate hiring any new permanent, temporary, or seasonal employees as a result of the funding.

☐ I do not anticipate subcontracting any portion of the work as a result of the funding.

IF AWARD RECIPIENT DONES NOT ANTICIPATE THE NEED FOR ANY HIRING OR SUBCONTRACTING, CHECK BOTH BOXES ABOVE AND SKIP TO PART VII: STATEMENT OF COMPLIANCE ON THE FINAL PAGE

¹ A "Section 3 resident" is a public housing resident or individual who resides in Harris County and who is a low- or very low-income person (defined as families whose incomes do not exceed 80% of the median income for the area). Please refer to the HUD Income Limits for more information.

² A "Section 3 Business Concern" is a business: 1) That is 51 percent or more owned by Section 3 Resident, 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents; or 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to Section 3 Business Concerns.

Harris County

Section 3 Utilization Plan & Statement of Compliance

IF AWARD RECIPIENT DOES ANTICIPATE THE NEED TO CONDUCT ANY HIRING OR SUBCONTRACTING, THE SECTIONS BELOW MUST BE COMPLETED

PART III: HIRING PLAN & COMMITMENT

AWARD RECIPIENTS in receipt of HUD funding in excess of \$200,000 and who will need to make additional hires must demonstrate compliance by committing to employ Section 3 residents as 30% of the aggregate number of new hires. AWARD RECIPIENTS are required to fill out this section in its entirety and must list all anticipated employment positions as a result of the funding.

If any changes to its hiring plan are anticipated, the AWARD RECIPIENT is required to provide an updated listing of its workforce, which shall be subject to approval by Harris County. Any changes to the workforce under the funding will constitute new hires. The AWARD RECIPIENT is hereby informed that it must notify Harris County of any new hire opportunities that arise as a result of the funding. NOTE: If hiring is anticipated and this section is not completed, the AWARD RECIPIENT may be deemed non-compliant.

[illegible]

Use an additional sheet if required

Based on the table above, outline the total number of new hires needed and percentage of new hires that will be Section 3 Residents:

HIRING COMMITMENT	
Total Number of New Hires Needed (Total of Column 4)	
Percentage of New Hires that will be Section 3 (Total of Column 5 ÷ Total of Column 4 × 100 = % of New Hires)	



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART IV: SUBCONTRACTING PLAN & COMMITMENT

AWARD RECIPIENTS in receipt of HUD funding in excess of \$200,000 and who will need to subcontract work under the funding must comply with Section 3 subcontracting requirements. AWARD RECIPIENTS must demonstrate compliance by providing at least 10% of construction-related and at least 3% of non-construction related contract opportunities to Section 3 Businesses. AWARD RECIPIENTS must complete the Subcontracting Plan below by listing all proposed subcontractors and amounts.

NOTE: If subcontracting is anticipated and this section is not completed, the AWARD RECIPIENT may be deemed non-compliant.

SUBCONTRACTING PLAN				
Subcontractor Name	Work to be performed (Building trade or Other)	Section 3 Business?	Contract Amount	% of Total Contract
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Use an additional sheet if required

Based on the table above, outline the total dollar value and percentage of contracts that will be subcontracted to Section 3 Business Concerns.

SUBCONTRACTING COMMITMENT	
Total Amount to be Subcontracted to Section 3 Business Concerns	\$
Percentage of Total Value of Contract to be Subcontracted to Section 3 Business Concerns	%



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART V. AWARD RECIPIENT RESPONSIBILITIES

AWARD RECIPIENTS must actively facilitate compliance with Section 3 by directing hiring, training, and subcontracting opportunities to Section 3 Residents and Section 3 Business Concerns to the greatest extent feasible. Following the "typical" procedures for hiring or subcontracting is not sufficient for compliance with Section 3.

A. Efforts "To the Greatest Extent Feasible"

AWARD RECIPIENTS will have fulfilled their responsibility when they can provide evidence that extra or additional efforts were made, which may include, but are not limited to the following:

- Advertising the employment or subcontracting opportunities in a local community newspaper or a newspaper of general circulation.
- Publicizing the employment or subcontracting opportunities by posting flyers at local community centers, Housing Authorities, HUD-housing developments, or transitional housing.
- Contacting homeless service agencies or community organizations in HUD-assisted neighborhoods to request the assistance of these organizations in notifying Section 3 Residents of the training and employment opportunities.
- Contacting the local workforce development board, business assistance agencies, local chambers of commerce, community colleges, business development organizations, and other community development advocates and organizations to advertise employment and subcontracting opportunities.
- Posting hiring or subcontracting opportunities on job sites. Posters or signs must provide contact information for the AWARD RECIPIENT and a brief description on how to apply or obtain additional information.
- Holding job informational meetings for residents and contractors.
- Outreach to Section 3 Business Concerns, providing the firms with notice of subcontracting opportunities.
- Prior to engaging contractors for a project, making efforts to contract with Section 3 Business Concerns.

AWARD RECIPIENTS who have been found to have completed the hiring process or who have engaged contractors or subcontractors without adhering to the necessary Section 3 regulations, or without notifying Harris County, may be found non-compliant or in default of their Agreement.

B. Changes

If hiring or subcontracting needs change, Harris County must be notified. Any changes to the Section 3 Utilization Plan must be approved by Harris County via an amended Section 3 Utilization Plan, when applicable.

C. Documentation & Reports

The AWARD RECIPIENT is responsible for documenting actions taken to comply with Section 3 requirements, including all results and impediments. AWARD RECIPIENTS that fail to meet the minimum numerical goals bear the burden of demonstrating why it was not feasible. Such justifications must describe the efforts that were taken, barriers encountered, and other relevant information. AWARD RECIPIENTS must maintain on file all records, and backup documentation, related to efforts to comply with Section 3 hiring and subcontracting requirements for five (5) years after receiving final payment and after all other pending matters have been closed. Documentation and records may include, but are not limited to printed advertisements (newspapers, trade publications, and etc.), job postings, mailouts, notices, flyers, publications, etc., in connection with this funding. AWARD RECIPIENTS must, upon request, provide such records to Harris County, its staff, or its designees.

AWARD RECIPIENTS must submit reports on its Section 3 compliance status and efforts regarding Section 3 implementation using the Harris County prescribed processes, reporting methods, and form(s). Reports may require information on the AWARD RECIPIENT'S actual Section 3 hiring and subcontracting activity, listing of new hires, employee data, copies of executed contracts, and any relevant documentation. The AWARD RECIPIENT must provide reports in the frequency required by Harris County.



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART VI: OTHER ECONOMIC OPPORTUNITIES

In the event the AWARD RECIPIENT is unable to meet the hiring and/or subcontracting requirements, or can demonstrate that it has attempted, to the greatest extent feasible, to comply with the Section 3 requirements, the AWARD RECIPIENT may propose "Other Economic Opportunities". These opportunities may be exercised only with prior Harris County approval and satisfactory documentation explaining why hiring or subcontracting requirements could not be fulfilled.

AWARD RECIPIENTS proposing Other Economic Opportunities must submit a detailed written narrative to Harris County for review and approval. Examples of Other Economic Opportunities may include:

- Scholarships for Section 3 Residents
- Sponsoring the enrollment of Section 3 Residents into training or apprenticeship programs
- Providing training programs for Section 3 Residents
- Providing mentorship programs for Section 3 Residents
- Providing paid internships for Section 3 Residents
- Providing Section 3 Business Concerns with tools to enable them to successfully compete for contract opportunities, such as bonding and insurance assistance
- A combination of Other Economic Opportunities as approved by Harris County.

Other Economic Opportunities are subject to verification and approval by Harris County. AWARD RECIPIENTS interested in providing Other Economic Opportunities as a means to comply with Section 3 requirements are encouraged to review 24 CFR 135.40 for more detail.

PART VII: COMPLIANCE CURE PROCESS AND SANCTIONS

Noncompliance with Section 3 means failure by the AWARD RECIPIENT to comply with the requirements of Section 3 and Harris County's Section 3 Policy. Once the Section 3 requirement has been triggered, Award Recipients are required to comply with hiring and/or subcontracting efforts. Award Recipients must comply with efforts identified in their Section 3 Utilization Plan & Statement of Compliance, which must be approved by Harris County, or must demonstrate why compliance is infeasible.

Harris County may, at its discretion, execute the following remedies for noncompliance:

1. Based on the first observation or report of noncompliance with Section 3, the AWARD RECIPIENT will be sent a written notice informing them of their specific deficiencies and the means by which these deficiencies may be corrected.
2. The AWARD RECIPIENT shall have up to 30 days, at the County's discretion, to remedy any deficiencies and achieve compliance, or provide written justification, in the format required by Harris County, on why it is unable to comply.
3. Should the AWARD RECIPIENT fail to achieve compliance or provide sufficient justification within the required timeframe, Harris County may elect to terminate the Agreement.
4. Continuing failure or refusal by the AWARD RECIPIENT to comply with the regulations of Section 3 may result in the application of sanctions, which may include termination of the Agreement for default, and debarment, suspension, or denial of future HUD funding.
5. Noncompliance may be reported to the HUD local field office.

Additional information on compliance with Section 3 may be found under 24 CFR 135 and in the Harris County Section 3 Policy.



Harris County

Section 3 Utilization Plan & Statement of Compliance

PART VIII: STATEMENT OF COMPLIANCE

I understand the responsibilities under Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1701u and 24 CFR 135.1 – 24 CFR 135.92, and hereby agree to perform my duties in full compliance with these statutory provisions and in accordance with the Agreement. I agree to incorporate the full Section 3 Clause directly into all contracts and subcontracts and to pass through these requirements to my contractors, subcontractors, and third-party contractors who will perform work on or are relevant to this funding, as applicable. I understand that noncompliance with the Section 3 regulations and this Section 3 Utilization Plan & Statement of Compliance may result in Harris County and/or HUD implementing appropriate sanctions including termination of the Agreement for default, and debarment, suspension, or denial of future HUD funding.

I verify that any vacant employment positions, including training positions, shall not be filled to circumvent my obligations under 24 CFR Part 135. I further verify that any subcontracting opportunities under the funding shall not be executed so as to circumvent my obligations under 24 CFR Part 135.

I understand that the information contained in this Section 3 Utilization Plan may require verification and I agree to provide additional documents verifying this information if requested along with the timely submission of all reports related to the Agreement.

I hereby certify under penalty of perjury that the foregoing is true and correct. I understand that providing false representation herein constitutes an act of fraud. False, misleading, or inaccurate information may result in suspension or debarment.

Business Name

Name of Authorized Officer

Signature

Date

INTERNAL HARRIS COUNTY APPROVAL: _____

Compliance Monitor Signature

Date

EXHIBIT J

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 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 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

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

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 Part 200 and all statutes and regulations related to the formation and execution of this Agreement.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

ORDER OF COMMISSIONERS COURT
Authorizing Agreement

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

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

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT AND HARRIS COUNTY PUBLIC HEALTH DEPARTMENT FOR THE PROVISION OF SERVICES FOR THE LEAD BASED PAINT HAZARD CONTROL PROGRAM

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
Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and 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 and Harris County Public Health Department. 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 Community Services Department and its Executive Director or her designee are authorized to take such action and execute such other documents as they deem necessary or convenient to carry out the purposes of this Agreement.