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AGREEMENT BETWEEN HARRIS COUNTY AND COMMUNITIES IN SCHOOLS, SOUTHEAST HARRIS COUNTY, INC. FOR SOUTH HOUSTON YOUTH INTERVENTION INITIATIVE

I. RECITALS

THIS AGREEMENT is made and entered by and between Harris County, a body politic and corporate under the laws of the State of Texas, herein referred to as the "Grantee," and Communities in Schools, Southeast Harris County, Inc., a Texas non-profit corporation, herein referred to as the "Subrecipient."

WHEREAS, the Grantee 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 93-383, as amended; 42 U.S.C. 5301 et seq., application numbers B-21-UC-48-0002; 2021-0008;

WHEREAS, the primary purpose of the Community Development Block Grant (CDBG) Program, 14.218 Catalog of Federal Domestic Assistance, pursuant to Title 1 of the Housing and Community Development Act of 1974, is to benefit low- and moderate-income individuals and families;

WHEREAS, the Grantee and Subrecipient desire to enter into an Agreement whereby the Grantee shall grant CDBG funds to the Subrecipient for the purpose of providing a public service, which is an eligible activity under the rules and regulations regarding CDBG Program grant funds;

WHEREAS, the Subrecipient submitted an application to the Grantee for 2021 CDBG funds to provide for the above-mentioned program and shall perform the services in a manner satisfactory to the Grantee;

WHEREAS, the Subrecipient has stated its intention to insure the completion and monthly submission of the Individual Eligibility Form to document compliance with service area and low- to moderate-income persons and households that meets one of the criteria for National Objectives set out in 24 CFR 570.208 (a); and

WHEREAS, the Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include reference in all publications to Harris County Community Services Department (HCCSD) for the support provided herein.

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

II. SCOPE OF SERVICES

A. Eligible Activities

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

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B. Project Requirements

The Subrecipient shall be responsible for administering a 2021 CDBG Program in a manner satisfactory to HCCSD and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Program. The Subrecipient qualifies for the receipt and expenditure of such funding because the individuals served are within the unincorporated areas of Harris County and are low- to moderate-income persons and households that meet one of the CDBG criteria for National Objectives set out in 24 CFR 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low- to moderate-income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

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

C. Performance Monitoring

The Subrecipient shall be cooperative with Program and Financial monitoring visits and/or investigations performed by the HCCSD staff, the Harris County Auditor's staff, and/or the U.S. Department of Housing and Urban Development (HUD). Substandard performance as determined by the Grantee and/or HUD will constitute non-compliance or breach of this Agreement. The Subrecipient's failure to correct substandard performance within a reasonable period of time after being notified by the Grantee will result in further corrective action by the Grantee including, but not limited to, termination of this Agreement, pursuant to 2 CFR 200.338. The Subrecipient also agrees to be cooperative with monitoring and/or investigations performed by HUD and comply with their findings.

D. Leveraged Funds

The Subrecipient shall maintain source documentation for any leveraged funds contained in **Exhibit B** of this Agreement. Source documentation for leveraged funds may be requested at any time by the Grantee and must be provided in a timely manner.

E. Homeless Management Information System (HMIS)

Subrecipients who serve persons who are homeless or at risk of homelessness must report client-level data, such as the number of persons served and their demographic information,

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in a HMIS. Victim service providers or a legal services provider may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on date of Commissioners Court approval and end on February 28th, 2022.

IV. EXPENSES AND PAYMENT

A. Budget

The Subrecipient shall perform its services within the monetary limits contained in **Exhibit B** (Budget). The Subrecipient understands that the budget constitutes a summary unit cost budget based upon detailed information submitted by the Subrecipient to the Grantee during the Request for Proposal (RFP) process, and any changes to the budget summary, attached at **Exhibit B**, will require the Subrecipient to submit a modified detailed line item budget to the Grantee for approval.

B. Requesting a Budget Revision

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

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee.

C. Maximum Amount to be Paid

Reimbursement will be the lower of the calculated unit cost recovery or actual cost of eligible expenditure line-items as approved. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid Under this Agreement."

The Subrecipient shall expend awarded funds in a consistent and timely manner. The Grantee reserves the right to reduce any or all of the awarded funds due to untimely expenditure of said funds or Agreement non-compliance.

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D. Payment Contingent on Receipt of Funds from HUD

It is expressly understood that the Grantee has no County funds for the payment of services to be rendered under this Agreement, and the Grantee's payment obligation under this Agreement 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 liability of the Grantee under this Agreement shall not exceed the amount shown in **Exhibit B**, in the section entitled "Maximum Amount to be Paid under this Agreement," or the amount actually received by the Grantee from HUD pursuant to the grant, whichever is less, and the Subrecipient, by execution of this Agreement, acknowledges its understanding of this fact.

E. Payment for Eligible Expenses

The Subrecipient understands and agrees that the Grantee shall reimburse the Subrecipient for only those costs that are eligible under applicable Federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. The Grantee may reimburse the Subrecipient for the total costs, plus a fraction of the overhead costs, of those items that serve only clients from the Grantee service area, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement, with the exception of certain advances. No reimbursement shall be made for goods or services received by the Subrecipient as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Subrecipient confirms it has developed an indirect cost allocation plan and such has been approved by the appropriate cognizant agency. Further, those cost to be reimbursed and defined as follow:

i. **Direct Costs** – HCCSD will reimburse Subrecipient for all "direct costs" as defined in Appendix A of 2 CFR Part 230, and limited to those costs described by Part IV Section A of this Agreement and Exhibit B (Budget) and those items detailed by the Subrecipient to the Grantee during the RFP process.

ii. **Indirect Costs** – HCCSD will reimburse Subrecipient for indirect costs (IDC) at a rate as defined and approved by a cognizant agency. IDC shall be consistent with those defined in Appendix A of 2 CFR Part 230. The IDC rate shall be no greater than the "final" or the "provisional" IDC approved rate supplied by the Subrecipient, for the effective periods covered and "applicable programs". Reimbursement for IDC is subject to any subsequent adjustment of the provisional rate during the term of this Agreement. Subrecipient agrees to provide HCCSD with any notices of changes to the "rate agreement" within 30 days of such changes and provide a documentation of the IDC in effect and a final accounting recognizing any adjustments upon submission of the Subrecipient final reimbursement claim submitted under this Agreement.

F. Payment Procedures

The Grantee will reimburse the Subrecipient based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payment. Drawdown for the payment of eligible expenses and general administration shall

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be made against the budget, attached hereto as **Exhibit B**, and in accordance with performance. Reimbursement requests must include an invoice with required source documentation on a form approved by the Grantee and submitted on or before the 10th working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee and the Harris County Auditor must approve all invoices. Incorrect reimbursement request may be returned to the Subrecipient for correction and resubmission.

Payments will be adjusted in accordance with advance fund and Program income balances available in the Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

Final reimbursement requests for the Subrecipient shall be received by the Grantee no later than thirty (30) days after completion of the Agreement period. Any requests received after thirty (30) days will not be processed for payment and this Agreement will become void and the remaining funds de-obligated. All unexpended CDBG funds by the Subrecipient will be de-obligated and recaptured by the Grantee.

G. Expenditure Performance

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

The Subrecipient further understands and agrees that should the Grantee determine that the Subrecipient will not use all of the funds allocated to the Subrecipient under this Agreement, then Grantee shall reduce the amount allocated to the Subrecipient under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee's procurement procedures. The Grantee will notify the Subrecipient in writing of its determination to reduce the amount allocated to the Subrecipient under this Agreement and any such determination by the Grantee shall be final.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee **must be submitted within 30 days** after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement after the date of submission or receipt of the original request will be subject to approval by the Grantee. No more than one Supplemental Request shall be allowed per month.

I. Program Income

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The Subrecipient shall report all Program income, as defined at 24 CFR 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement. The use of Program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such Program income balances on hand. All unused Program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to the Grantee.

J. Withholding Payments

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

K. Repayment of Ineligible Payments

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

V. NOTICES

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

VI. SPECIAL CONDITIONS

A. Compliance with All Relevant Federal Requirements

The Subrecipient agrees to comply with the requirements of 24 CFR Part 570 and all Federal regulations and policies issued concerning the CDBG Program and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Failure to adhere to these conditions will result in termination of this Agreement.

B. Compliance with Eligibility Restrictions for Certain Resident Aliens

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The Subrecipient agrees to comply with the requirements of 24 CFR 570.613, titled "Eligibility restrictions for certain resident aliens," in addition to all federal regulations and policies issued pursuant to these regulations. 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 in the status of restricted resident alien.

1. Benefits

"Benefits" under this section means 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 paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities

"Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either: (1) Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or (2) 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 that provide benefits to persons on the basis of an application.

3. Programs Affected

"Programs affected" under this section are as follows:

(1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

VII. GENERAL CONDITIONS

A. Compliance

The Subrecipient shall comply with all applicable Federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects.

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Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate in future awards; (2) withholding funds; and (3) termination of this Agreement.

B. Independent Contractor

The Subrecipient shall at all times operate as an independent contractor and not as an officer, agent, servant or employee of the Grantee. The Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-subrecipients, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between the Grantee and the Subrecipient. It is expressly understood and agreed that no officer, member, agent, employee, sub-subrecipient, licensee or invitee of the Subrecipient, nor any program participant hereunder, is in the paid service of the Grantee and that the Grantee does not have the legal right to control the details of the tasks performed hereunder by the Subrecipient, its officers, members, agents, employees, sub-subrecipients, program participants, licensees or invitees.

The Grantee shall in no way nor under any circumstances be responsible for any property belonging to the Subrecipient, its officers, members agents, employees, sub-subrecipients, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

C. Indemnity

THE SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN EXPENSE, THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAM DESCRIBED HEREIN, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE; AND THE SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF THE GRANTEE AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE OR NONPERFORMANCE

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OF THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES AND SERVICES OF THE PROGRAMS DESCRIBED HEREIN, WHETHER OR NOT CAUSED IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE. THE SUBRECIPIENT LIKEWISE COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS THE GRANTEE FROM AND AGAINST ANY AND ALL INJURY, DAMAGE OR DESTRUCTION OF PROPERTY OF THE GRANTEE, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF THE SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, SUB-SUBRECIPIENTS, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBRECIPIENTS OR SUB-SUBRECIPIENTS OF THE GRANTEE.

D. Waiver of Immunity

If the Subrecipient, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, the Subrecipient hereby expressly waives its rights to plead defensively such immunity or exemption as against the Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.

E. Insurance and Bonding

1. Public Liability Insurance

The Subrecipient shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the Grantee under the laws of the State of Texas. At present, such amounts are as follows:

Bodily injury or death, per person	$100,000
Bodily injury or death, per occurrence	$300,000
Property damage, per occurrence	$100,000

The Subrecipient understands that such insurance amounts shall be revised upward at the Grantee's option and that the Subrecipient shall revise such amounts within thirty (30) days following notice to the Subrecipient of such requirements.

2. Worker's Compensation Insurance

The Subrecipient also covenants and agrees to furnish HCCSD with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Subrecipient active in the Program funded under this Agreement,

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and the Subrecipient shall require any sub-subrecipients to carry adequate Workers' Compensation Insurance in the amounts required by state law.

Accordingly, if the Subrecipient has obtained worker's compensation insurance coverage through self-insurance, as provided by Texas Labor Code 406.003, such documentation of self-insurance shall be provided to HCCSD prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Subrecipient shall submit to HCCSD documentation that it has obtained insurance coverage as required in this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

4. Bonding

The Subrecipient agrees to provide bonding as required by 2 CFR 200.304.

F. Recognition of the Grantee

The Subrecipient shall ensure recognition of the role of the Grantee in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded by "Harris County Community Services Department". The Subrecipient shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred means of documentation, but photocopies or photographs may be used when and where appropriate.

G. Travel

The Subrecipient must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

H. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient shall comply with applicable HCCSD Procedures and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

I. Copyright

If this Agreement results in any copyrightable material, the Grantee and/or HUD 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.

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VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient shall (1) comply with 2 CFR 200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its Program in conformance with 2 CFR 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 Subrecipient shall maintain all records required by this Agreement, records required by 24 CFR 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

a. Records providing a full description of each activity undertaken
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG 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 standards, as required by 24 CFR 570.502
g. Prior to submitting reimbursement requests, all monthly participant data information must be entered by Subrecipient into a Homeless Management Information System (HMIS).
h. Section 504 Self Evaluation and Transition Plan; and
i. Other records necessary to document compliance with subpart K of 24 CFR Part 570.

2. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the restrictions specified in 24 C.F.R. 570.505 and 570.506. The Subrecipient shall ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities

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funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person, as defined at 42 U.S.C.A. 4601, as amended, must be kept for five (5) years after he/she has received final payment.

4. Reports

The Subrecipient shall furnish the following reports to HCCSD:

a. Project Status Report submitted monthly.
b. Client Data Report submitted monthly.
c. Tally Sheet submitted monthly.
d. Individual Eligibility Forms submitted monthly.
e. Employee Data Report submitted monthly.
f. HMIS Clients Served with Details, Clients in Programs, and Service Summary Reports submitted monthly, as applicable.
g. Reimbursement Request submitted monthly.
h. Cost Control Report submitted monthly.
i. Cost Worksheet submitted monthly.
j. Personnel Cost Worksheet submitted monthly.
k. Mid-Year Report.
l. Annual Performance Report.
m. Other reports as requested.

5. Deadlines

a. Monthly reports are due on or before the 10th working day of the end of the monthly reporting periods.
b. Mid-Year Report is due within ten (10) working days after the end of the first six (6) months of the Agreement period.
c. Annual Performance Report is due within ten (10) working days after the end of the Agreement period.
d. Reimbursement requests received more than (60) days after the reporting month may not be honored with the exception of final reimbursement request which is due 30 days after completion of Agreement period (see IV. Expenses and Payment, F. Payment Procedures).

6. Audits & Inspections

All Subrecipient records relevant to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal government, at any time during normal business hours, as often as the Grantee or other agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The Subrecipient will respond to the notification of any deficiencies noted in audit

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reports within thirty (30) days after receipt by the Subrecipient. Any deficiencies must be fully cleared by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with 2 CFR 200.500 or if not applicable, financial statements in accordance with AICPA's SSARS No.21 for review and compilations.

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

The Subrecipient's failure to comply with record-keeping, reporting, audits, and/or inspections, as required by this Agreement, is a breach of this Agreement and funding will be withheld from the Subrecipient until such time as the reports are timely and accurately submitted. The Grantee maintains the right to terminate this Agreement with the Subrecipient for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

C. Procurement

1. Compliance

The Subrecipient shall comply with the (1) public notice and (2) award of contract to the lowest and most responsible bidder procedures of the County Purchasing Act, TEX. GOV'T 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 Grantee policy, that may be procured with funds provided hereunder. The Subrecipient shall procure materials in accordance with the requirements of 2 C.F.R. 200.318 "Procurement Standards," and shall subsequently follow, "Property Management Standards," covering utilization and disposal of property.

2. Use of Real Property

Pursuant to 24 C.F.R. §570.505, any real or personal property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must either be:

(a) Used by the Subrecipient for eligible activities pursuant to 24 C.F.R. §570.200 that meet one of the National Objectives in 24 C.F.R. §570.208 until five (5) years after expiration or termination of this Agreement pursuant to Section III "Time of Performance," or for such longer period of time as determined to be appropriate by the Grantee; or
(b) Transferred to the Grantee; or
(c) Changed use, in which event the Subrecipient shall provide affected citizens reasonable notice of, and opportunity to comment on, any proposed change, and either: (1) the new use of such property qualifies as meeting one of the National Objectives in 24 C.F.R. §570.208 or (2) the new use does not meet one of the National Objectives set out in 24 C.F.R. §570.208, in which event the Subrecipient may retain and utilize

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the property and shall pay to the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment shall be required after the period of time specified in paragraph (a) of this section expired; or

(d) Disposed of in a manner, consistent with 24 C.F.R. §570.505 and 2 C.F.R. §200.311, which results in the amount of the then current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property being reimbursed to the Grantee. Such reimbursement shall not be required if disposed of after the period of time specified in paragraph (a) of this section expired.

(e) The facility must meet the accessibility requirements detailed at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered facilities, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act, or any other applicable statue.

IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended); the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; 24 CFR 5.105 (a)(2) Equal Access to HUD-assisted or insured housing; and all other applicable requirements of 24 CFR Part 570, Subpart K.

The Subrecipient agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 as amended), which prohibits discrimination against the handicapped in any federally assisted program. HCCSD shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex,

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disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Subrecipient setting forth the provisions of this nondiscrimination clause. The Subrecipient shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

3. Limited English Proficiency

The Subrecipient will provide language assistance or ensure program information is available in the appropriate languages for the geographic area served by the Grantee and that limited English proficient persons have meaningful access to CDBG assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to HCCSD's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. HCCSD shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program, upon request. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Subrecipient shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union

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or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Subrecipient shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient's written procedures should provide for employees or participants to contact HCCSD only after the complainant has exhausted the Subrecipient's internal procedures. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach HCCSD. The Subrecipient shall immediately notify HCCSD of all grievances or complaints received by the Subrecipient.

6. Confidentiality

If the Subrecipient provides family violence prevention or treatment services, it shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual services and that the address or location of any program assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the Program.

C. Labor Standards

1. Wages

The Subrecipient agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 *et seq*., as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 *et seq*., as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the Grantee for review upon request. The Subrecipient shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

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Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the Grantee must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. Prohibited Activity

The Subrecipient is prohibited from using CDBG funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 CFR 570.200.

E. Conflict of Interest

The Subrecipient shall abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subrecipients that are receiving funds under the CDBG Entitlement program.

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In applying for CDBG funds, the Subrecipient provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, the Subrecipient agrees to provide a new Conflict of Interest Disclosure form (**Exhibit D**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

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

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

G. False Claims

The Subrecipient shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient shall also abide by the False Claims Act (31 U.S.C.A. 3729 *et seq*.); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

H. "Section 3" Clause

1. Compliance

The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders. The Subrecipient understands that

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compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any sub-subrecipients. Failure to comply with these requirements shall subject the Grantee, the Subrecipient and any sub-subrecipients, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 CFR Part 135, Subpart D. The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient shall include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

2. Notifications

The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Subrecipient shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the sub-subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

I. <u>Subcontracts</u>

1. Approvals

The Subrecipient may not subcontract any of its duties or obligations under this Agreement without the express written consent of the Grantee, unless such subcontracts were expressly disclosed and included as a part of the Subrecipient’s original Request for Proposal (RFP). Any request for the right to use a subcontractor that was not disclosed in the Subrecipient’s RFP shall include the

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name and address of the subcontractor and a copy of the proposed subcontract. The Grantee shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a subcontractor.

2. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

4. Selection Process

The Subrecipient shall insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to HCCSD along with documentation concerning the selection process. The Subrecipient must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the procurement requirements of 2 CFR 200.318.

J. Whistleblower Protection Act

The Subrecipient and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Subrecipient shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq*.
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738

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- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 CFR Part 58).

B. Flood Disaster Protection

The Subrecipient shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 6 years of age.

D. Historic Preservation

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (54 U.S.C.A. § 306108) and the procedures set forth in 36 CFR Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. Wildlife Protection

The Subrecipient agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 CFR 17.11 (as amended) and 50 CFR Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et*

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seq.); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee. Notice of any such permitted assignment or transfer shall be furnished promptly to the Grantee.

B. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the Grantee and Subrecipient. At the discretion of HCCSD management, no more than two (2) Amendments to the Agreement shall be allowed each year.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the Agreement period, as specified in Section III. “Time of Performance” this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall become the property of the Grantee, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Subrecipient is not entitled to such compensation.

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C. With Cause

The Grantee may terminate this Agreement for cause, in whole or in part, if the Subrecipient fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee CDBG Entitlement Agreements, in addition to other remedies as provided by law. If the Grantee has cause to believe the Subrecipient is in noncompliance with this Agreement or any applicable rules and regulations, the Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services in **Exhibit A** may only be undertaken with the prior approval of the Grantee.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Subrecipient of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements described in 2 CFR 200.343 are completed to the satisfaction of HCCSD and the Harris County Auditor. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the Grantee of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

G. Reversion of Assets

Upon expiration or termination of the term of this Agreement, the Subrecipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. For any year following the expiration or termination of this Agreement that the Subrecipient holds personal property attributable to funds hereunder, the Subrecipient shall submit an Annual Report of Personal Property identifying the property and its location, with such report being filed with HCCSD and the Harris County Auditor.

XIII. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, the Subrecipient is required to comply with only the Federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

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XIV. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Certification of Contracts, Grants, Loans and Cooperative Agreements
Exhibit D	Conflict of Interest
Exhibit E	Conflict Disclosure Statement
Exhibit F	Conflict of Interest Questionnaire

ATTEST:

DocuSigned by:
By: Stacy Gillaspey
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Name: Stacy Gillaspey

COMMUNITIES IN SCHOOLS, SOUTHEAST HARRIS COUNTY, INC.

DocuSigned by:
By: Donna Montes
C27C886031E54E2...
Name: Donna Montes
Title: Executive Director
Date: 4/21/2021

APPROVED AS TO FORM:

Christian D. Menefee
Harris County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CAO File No.: 21GEN1112

HARRIS COUNTY

By: _____
Lina Hidalgo
Harris County Judge

Date: _____

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Exhibit A, Scope of Services

I. Application

This Scope of Services is based on the proposal prepared and submitted by the Subrecipient through the Harris County Community Services 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 Subrecipient agrees to operate this Community Development Block Grant program consistent with the program delivery stated in the approved proposal.

II. Principal Task

The Subrecipient shall be responsible for providing public services to eligible persons during the term of this Agreement. The services will be provided at or administered from 1600 East Highway 6, Suite 419, Alvin, Texas 77511.

The Subrecipient 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.

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

III. Activities

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

Activity	*Unit Definition*	*Cost Per Unit of Service*	*Total No. of Units Per Activity*	*Total Cost Per Activity*	*Maximum Total Cost Per Year*	*PY2021 Number to Be Served*
Case Management and Enrichment	One unit = one (1) unduplicated participant participating in tutoring, mentoring and enrichment	21	2000	42000	42000	100

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By February 28th, 2022, the Subrecipient shall provide the above number of units of service to a minimum of the above number of unduplicated eligible persons.

The Subrecipient shall document demographic information, including race, ethnicity, sex, and proof of income for all participants served, 51% of which must be from low- to moderate-income households. Falling below 51% on a quarterly basis may lead to a desk review concern or finding. The Subrecipient shall track its monthly benchmarks to ensure compliance at the end of the contract term.

For participants who are homeless in accordance with the Emergency Solutions Grants (ESG) program 24 CFR 576.2 (1), (2), (3) or (4), Subrecipient shall collect documentation of homeless status prior to providing services.

The Subrecipient shall collect documentation prior to providing services verifying that each person served resides within the Grantee service area and meets the specified requirement that at least 51% of all persons served are of low- to moderate-income households for each activity. If Subrecipient project was funded as a Presumed Benefit activity, Grantee will allow an incidental number of low- to moderate-income persons to be served with project funds in accordance with 24 CFR 570.506 (3).

In addition to the normal administrative services required as part of this Agreement, the Subrecipient shall document progress using reporting requirements specified in Section VIII (B) (1), (2), (3), (4), and (5) of this Agreement.

The Scope of Services to be provided by the Subrecipient may be amended to include other activities authorized under Federal law that are approved in writing by the Grantee and within the same general type of services described herein.

IV. Notice

Grantee	Subrecipient
Adrienne M. Holloway, Ph.D. Executive Director Harris County Community Services Department 8410 Lantern Point Drive Houston, Texas 77054	Donna Montes, Chief Executive Officer Communities in Schools, Southeast Harris County, Inc. 1600 East Highway 6, Suite 419 Alvin, Texas 77511

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Exhibit B, Budget

COMMUNITIES IN SCHOOLS, SOUTHEAST HARRIS COUNTY, INC.

Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Forty Two Thousand Dollars and No Cents ($42,000.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

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Combined Activity Budget

Service Activity # 1

Activity: Tutoring, Mentoring and Enrichment

Unit Description: One

Unit Calculation: 30 minute

Number of Units to be Provided: 2,000

Expense Category	Harris County	Leverage Funds	TOTAL BUDGET
Personnel	$ 42,000.00	$ 66,273.00	$ 108,273.00
Professional Fees/Contract Services	-	$ -	$ -
Travel	-	$ -	$ -
Lease Space	-	$ -	$ -
Consumables and Supplies	-	$ -	$ -
Rent, Lease Equipment	-	$ -	$ -
Other (audit, insurance, office content, etc.)	-	$ -	$ -
Total Activity Cost:	$ 42,000.00	$ 66,273.00	$ 108,273.00
Unit Cost:	$ 21.00		

Combined Activity Budget

Service Activity # 2

Activity: N/A

Unit Description: N/A

Unit Calculation: N/A

Number of Units to be Provided: N/A

Expense Category	Harris County	Leverage Funds	TOTAL BUDGET
Personnel	$ -	$ -	$ -
Professional Fees/Contract Services	$ -	$ -	$ -
Travel	$ -	$ -	$ -
Lease Space	$ -	$ -	$ -
Consumables and Supplies	$ -	$ -	$ -
Rent, Lease Equipment	$ -	$ -	$ -
Other (audit, insurance, office content, etc.)	$ -	$ -	$ -
Total Activity Cost:	$ -	$ -	$ -
Unit Cost:	$ -		

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Personnel Detail

2021

Service Activity # 1
Activity: Tutoring, Mentoring and Enrichment

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
South Houston Intermediate	0.325	$ 3,333.33	12	12,999.99	21,999.98	Pasadena ISD and TEA	34,999.97
South Houston Elementary	0.325	$ 3,666.66	12	14,299.97	24,199.96	Pasadena ISD and TEA	38,499.93
Schneider Middle School	0.321	$ 3,041.37	12	11,715.37	20,073.06	Pasadena ISD and TEA	31,788.43
				-			-
				-			-
				-			-
				-			-
				-			-
Salary Subtotal				**$ 39,015.33**	$ 66,273.00		$ 105,288.33
Fringe Benefits							
FICA (7.65%)				$ 2,984.67			2,984.67
Worker's Compensation (not to exceed 5%)							-
Insurance							-
Retirement							-
Other Fringe Benefits (SUTA, cafeteria plans, etc.)							-
Fringe Benefits Subtotal				**$ 2,984.67**	$ -		$ 2,984.67
Operations Personnel Total				**$ 42,000.00**	$ 66,273.00		$ 108,273.00

Personnel Detail

2021

Service Activity # 2
Activity: N/A

Position	FTE	Monthly Salary	No. of Months	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
				-			-
				-			-
				-			-
				-			-
				-			-
				-			-
				-			-
				-			-
Salary Subtotal				**$ -**	$ -		$ -
Fringe Benefits							
FICA (7.65%)				$ -			-
Worker's Compensation (not to exceed 5%)							-
Insurance							-
Retirement							-
Other Fringe Benefits (SUTA, cafeteria plans, etc.)							-
Fringe Benefits Subtotal				**$ -**	$ -		$ -
Operations Personnel Total				**$ -**	$ -		$ -

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Non-Personnel Detail

Direct Costs for Service Activity #1 2021

Activity: Tutoring, Mentoring and Enrichment

Description	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
Professional Fees/Contract Services (including volunteer time for match)				
				$ -
				$ -
				$ -
Subtotal	$ -	$ -		$ -
Travel & Training (ineligible shelter cost)				
Type of Training				
				$ -
				$ -
Type of Travel (non-mileage)				$ -
				$ -
				$ -
				$ -
Mileage:				
___ mi./mo. x ___ mos. x .575 cents/mi.				$ -
Subtotal	$ -	$ -		$ -
Building leases/rent/utility expenses				
Space Costs (provide location):				
Location:				$ -
Rent: ___ sq. ft. @ $___ /ft./year				$ -
				$ -
				$ -
Utilities:				$ -
Electricity				$ -
Water				$ -
Telephone				$ -
Other Utilities:				$ -
Subtotal	$ -	$ -		$ -
Consumable Supplies (describe)				
				$ -
				$ -
				$ -
				$ -
Subtotal	$ -	$ -		$ -
Rent, Lease of Equipment and Furniture				
				$ -
				$ -
Rent, Lease Furniture Subtotal	$ -	$ -		$ -
Other Costs				
Direct Audit Costs				$ -
Postage				$ -
Direct payments / benefits to clients				$ -
Program specific insurance				$ -
Financial Assistance				$ -
Other (specify):				$ -
Other (specify):				$ -
Other Costs Subtotal	$ -	$ -		$ -
Non-Personnel Detail Total	**$ -**	**$ -**		**$ -**

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CDBG Budget Summary

Program Year:	2021					
Name of Project:	South Houston Youth Initiative					
Grant Funds Requested by Activity	Activity No.	No. of units	HCCSD Award (Share)	LEVERAGE	TOTAL PRGM/ACT COSTS	HCCSD Unit/Price
Tutoring, Mentoring and Enrichment	1	2,000	$ 42,000	66,273	$ 108,273	$ 21.00
N/A	2	N/A	$ -	-	-	#VALUE!
Subtotals:			$ 42,000	$ 66,273	$ 108,273	
Summary of Funds from other sources (Entity name and type) of funding (Leveraging):	Activity No.	No. of Units				$ Contribution / Unit
	1	2000	66,273			$ 33.14
	2	N/A	-			#VALUE!
Subtotal:			$ 66,273			

Summary of Project Funding	
Harris County - Direct	$ 42,000
Total Other Sources of Funding (Leveraging)	$ 66,273
Project Budget Total:	$ 108,273
Harris County Percentage of Total Funding (Harris County Grant Funds / Total Revenues of Activities)	38.79%

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Exhibit C, Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that 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 that $100,000 for each such failure.

Executed this 21st day of April, 2021.

By DocuSigned by: Donna Montes C27C886031F54E2...
(Signature)

Donna Montes
(Type or Print Name)

Executive Director
(Title)

Covered Action: Communities in Schools, Southeast Harris County, Inc. for South Houston Youth Intervention Initiative

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Exhibit D, Conflict of Interest

All Applicants

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a **financial or other interest** in the firm selection for an award.

CDBG and HOME Applicants Only

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

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

❑ I certify that no conflict of interest exists between Harris County and

_____
(Name of Organization)

❑ I certify that no conflict of interest exists between the subcontractors of and

_____
(Name of Organization)

IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:

❑ I certify that a conflict of interest does exist between Harris County and

_____
(Name of Organization)

❑ I certify that a conflict of interest does exist between

_____ and
(Name of subcontractor)

_____
(Name of Organization)

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

DocuSigned by: Donna Montes C27C886031E54E2...	4/21/2021
Signature of Authorized Agency Official	Date
Donna Montes Executive Director	
Typed Name and Title	

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Exhibit E, Conflicts Disclosure Statement

LOCAL GOVERNMENT OFFICER — FORM CIS

CONFLICTS DISCLOSURE STATEMENT

(Instructions for completing and filling this form are provided on the back.)

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 Governmental Officer**

2. **Office Held**

3. **Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code**

4. **Description of the nature and extent of employment or business relationship with person named in Item 3**

5. **List gifts if aggregate value of the gifts received from person named in Item 3 exceeds $250**

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

Date Gift Received _____ Description of Gift _____ ☐ Did Not Accept Gift

(attach additional forms as necessary)

6. **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of a government officer. I also acknowledge the statement covers the 12-month period described by Section 176.003(a)(2)(b), Local Government Code.

_____

Signature of Local Government Officer

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.

_____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

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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 a governing body of a local government entity or a director, superintendent, administrator, president, or other person designated as the executive officer of the local government entity. This form is required to be filled 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 Class C misdemeanor.

Please 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 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 person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
4. **Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the relationship of the employment or other business relationship with the person in item 3 as described in Section 176.003(a), Local Government Code.
5. **List gifts if aggregate value of the gifts received from person named in number 3 exceed $250.** List gifts received 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 person named in number 3 that in the aggregate exceed $250 in value.
6. **Affidavit.** Signature of Local government officer.

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Exhibit F, Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By Law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1. **Name of person doing business with local governmental entity.**

2.

☐ **Check this box if you are filling an update to a previously filed questionnaire**.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

DocuSign Envelope ID: 6D70E069-8ACE-45E4-B99C-A844F50AFA2E

Exhibit F, Conflict of Interest Questionnaire (p.2)

CONFLICT OF INTEREST QUESTIONNAIRE **FORM CIQ**

For vendor or other person doing business with local governmental entity **Page 2**

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. _____ _____

Signature of person doing business with the governmental entity Date

DocuSign Envelope ID: 6D70E069-8ACE-45E4-B99C-A844F50AFA2E

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

ORDER OF COMMISSIONERS COURT
Authorizing Agreement

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

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

ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN HARRIS COUNTY AND COMMUNITIES IN SCHOOLS, SOUTHEAST HARRIS COUNTY, INC. FOR SOUTH HOUSTON YOUTH INTERVENTION INITIATIVE

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	☐	☐	☐
Comm. Ellis	☐	☐	☐
Comm. Garcia	☐	☐	☐
Comm. Ramsey	☐	☐	☐
Comm. Cagle	☐	☐	☐

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 Communities in Schools, Southeast Harris County, Inc. 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 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.