

FIRST MODIFICATION OF AGREEMENT

This supplemental Agreement made and entered into by and between the Fort Bend County Women’s Center, Inc., a Texas non-profit corporation, herein called the “Subrecipient” and Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as the Grantee).

RECITALS

A. Grantee and Subrecipient entered into a written agreement on September 27, 2016, to provide rental assistance and supportive services, which is eligible under the rules and regulations regarding Continuum of Care grant funds by and through the U.S. Department of Housing and Urban Development. A copy of the Agreement is attached as Exhibit A and is incorporated herein by reference for all purposes.

B. Grantee and Subrecipient desire to modify the Agreement as follows:

IT IS THEREFORE AGREED

1. Part IV, TIME OF PERFORMANCE is hereby deleted and replaced as follows:

Services of the Subrecipient shall start on October 1, 2016 and end on October 31, 2017. Grantee and Subrecipient hereby agree the Agreement remained and continues to remain in effect during the period of the Time of Performance stated herein.

EXECUTION

FORT BEND COUNTY:

Robert E. Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

APPROVED AS TO FORM:


Assistant County Attorney

Date


APPROVED: COUNTY PROJECT MANAGER

Marilynn Kindell, Director
Fort Bend County Community Development Department

FORT BEND COUNTY WOMEN'S CENTER, Inc.

By 
Chairman

10-4-17
Date

ATTEST:

Secretary

FBCWC 2015 CoC First Modification

**AGREEMENT BETWEEN FORT BEND COUNTY
AND FORT BEND COUNTY WOMEN'S CENTER
FOR THE 2015 CONTINUUM OF CARE PROGRAM**

I. RECITALS

THIS AGREEMENT is made and entered by and between Fort Bend County, a body politic and corporate under the laws of the State of Texas, herein called the "Grantee" and Fort Bend County Women's Center, Inc., a Texas non-profit corporation, herein called the "Subrecipient."

WHEREAS, the Grantee, acting pursuant to an order of its governing body, has entered into a Grant Agreement with the United States of America acting by and through its Department of Housing and Urban Development (HUD), for receipt of FY 2015 Continuum of Care Program funds through Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq.

WHEREAS, the award of these funds was based on an application, including certifications and assurances and any information or documentation required to meet any grant award conditions, prepared and submitted by the Grantee through the Houston-Harris County Continuum of Care application process, herein called the "Application" and incorporated as a part of this Agreement; however, in the event of any conflict between the Application and any provision contained herein, this Agreement shall control;

WHEREAS, the Grantee desires to use these funds to provide rental assistance in connection with supportive services funded from sources other than the Continuum of Care program to homeless persons with disabilities (primarily persons who are seriously mentally ill, have chronic problems with alcohol, drugs or both, or have AIDS and related diseases);

WHEREAS, the Subrecipient, operating as a non-profit agency, is working to provide rental assistance in connection with supportive services to disabled homeless persons;

WHEREAS, the Grantee has determined that rental assistance and supportive services are needed by the disabled homeless citizens of Fort Bend County;

WHEREAS, the Grantee and the Subrecipient desire to enter into an agreement whereby the Subrecipient will match the grant with supportive services that are equal to 25 percent of the value of housing assistance and appropriate to the needs of the population to be served, as may be eligible under the rules and regulations regarding Continuum of Care grant funds in accordance with the terms and conditions described 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 Grantee and the Subrecipient agree to 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 any standards required by HUD and by the Grantee as a condition of providing these funds.

B. Performance Monitoring

The Subrecipient also agrees to be cooperative with program and financial monitoring visits and/or investigations performed by Fort Bend County Community Development Department staff, the Fort Bend County Auditor's staff, and/or 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 the Agreement, pursuant to 24 C.F.R. §84.62. Furthermore, the Subrecipient agrees to comply with any and all HUD findings.

C. Matching Funds

The Subrecipient agrees to provide matching funds with supportive services that are equal in value to 25 percent of rental assistance provided by the Continuum of Care grant and must be appropriate to the needs of the population to be served, and as may be eligible under the rules and regulations of the Continuum of Care grant.

III. PROJECT REQUIREMENTS

The Subrecipient will be responsible for the operation of the CONTINUUM OF CARE Program in a manner satisfactory to the Grantee and consistent with any standards required by HUD and the Grantee as a condition to the provision of these funds. The Subrecipient will provide supportive services and rental assistance housing in Houston and Fort Bend County to homeless individuals with disabilities, in accordance with 24 C.F.R. Part 578, The Continuum of Care Program Rule.

The Subrecipient shall not change the population to be served, or make any other change inconsistent with the approved application without prior approval of the Grantee and HUD.

A. Ongoing Assessment of Supportive Services

The Subrecipient must conduct an ongoing assessment of supportive services required by the participants of the Project and the availability of such services, and makes adjustments as appropriate.

B. Participation of Homeless Individuals

The Subrecipient must provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other policy-making/recommending entity of the Subrecipient.

C. Confidentiality

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

D. Termination of Housing Assistance

The Subrecipient may terminate assistance to a participant who violates the Program requirements of Subpart D of 24 C.F.R. §578.91, or conditions of occupancy set out in the Occupancy Agreement between the Subrecipient and participant. The Subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a participant's assistance is terminated only in the most severe cases. The Subrecipient is not prohibited from resuming assistance to a participant whose assistance has been terminated.

In terminating assistance to a participant, the Subrecipient must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process, at a minimum, must consist of:

- (a) Written notice to the participant containing a clear statement of the reasons for termination;
- (b) A review of the decision in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
- (c) Prompt written notice of the final decision to the participant.

Where necessary to facilitate the coordination of supportive services, the Subrecipient may require participants to live in a specific area for their entire period of participation or in a specific structure for their first year and in a specific area for the remainder of their period of participation. The Subrecipient may not define the area in a way that violates the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 or the Rehabilitation Act of 1973.

E. Resident Rent

Residents are required to pay rent in an amount determined by the Subrecipient in accordance with section 3(a)(1) of the U.S. Housing Act of 1937 (42 U.S.C. 1437a(a)(1)). Rental assistance payments will be subject to the 50th percentile Fair Market Rents (FMR).

F. Housing Quality Standards

Housing that is assisted with CONTINUUM OF CARE funds, at a minimum, must meet Housing Quality Standards (HQS) in 24 C.F.R. §882.109, and if applicable 24 C.F.R. §882.803(b). The Subrecipient shall notify the Grantee, of any and all units in need of HQS inspection. The Grantee shall perform HQS inspections for all units to be assisted with funds provided under this Agreement. Before any rental assistance will be provided, each unit shall be physically inspected and must meet HQS. Assistance will not be provided for units that fail to meet HQS, unless the owner/landlord corrects any deficiencies within thirty (30) days from the date of the lease agreement. HQS inspections performed by the Grantee shall not preclude the Subrecipient from its responsibility to ensure that units are in compliance with HQS between initial and annual inspections by the Grantee.

In addition, the Subrecipient must document rent reasonableness for each unit receiving assistance in accordance with 24 C.F.R. Part 578.51(g).

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on October 1, 2016 and end on the September 30, 2017. This Agreement may only be extended upon written approval from HUD.

V. EXPENSES AND PAYMENT

A. Budget

The Subrecipient has submitted a detailed budget (see **Exhibit "B"**) in a form and content prescribed by the Grantee.

B. Requesting a Budget Revision

Any proposed reallocation of funds among various Budget line items or to new line items must be treated as an Agreement Amendment requiring approval of HUD. No more than two (2) budget revision requests shall be allowed each year. The Subrecipient will provide narrative justification for budget revision on letterhead and signed by the representative as stated in **Exhibit "A."** A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Community Development Director, pursuant to approval by HUD. Additionally, the Subrecipient will notify the Grantee promptly of any additional funding received for operation of the Program, and the Grantee reserves the right to amend the Program budget in such instances.

C. Maximum Amount to be Paid

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 will provide tenant-based and/or sponsor-based rental assistance to homeless participants with serious mental illness, chronic substance abuse problems, both serious mental illness and chronic substance abuse problems, and/or AIDS or related diseases, for a five-year period in an amount not to exceed the total amount to be paid by the Grantee under this Agreement. Such monies will be disbursed by the Grantee over a five year period, or until all funds are expended. The Subrecipient may not increase or decrease line item amount(s) in its budget for operation of the Program without the prior written approval of the Grantee.

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 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 eligible clients under this Agreement, provided that all reimbursements shall be limited to the actual out-of-pocket expenses incurred by the Subrecipient in the performance of this Agreement. 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.

F. Payment Procedures

The Grantee will reimburse the Subrecipient upon information submitted by the Subrecipient and consistent with the approved budget and the Grantee policy concerning payment. Drawdowns for the payment of eligible expenses shall be made against the line item 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 twentieth (20th) working day of the month for costs incurred during the preceding month. Prior to payment, the Grantee must approve all invoices. Invoices may be held for processing until all monthly participant data is entered a comparable database that complies with HUD's Homeless Management Information System (HMIS) requirements.

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. The Grant amount will be reserved based on an estimate of the amount needed for rental assistance. The Subrecipient may make draws from the reserved amount to pay actual costs of rental assistance for Program participants on a reimbursable basis by submitting an invoice for the rental assistance amount to the Grantee.

G. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with the Grantee within sixty (60) days after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after sixty (60) days from the date of submission or receipt of the original request will not be approved. No more than one Supplemental Request shall be allowed per month.

H. 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.

I. 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.

VI. NOTICES

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

VII. SPECIAL CONDITIONS

The Subrecipient agrees to comply with the requirements of 24 C.F.R. Part 578 and all Federal regulations and policies issued concerning the Continuum of Care program. 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 the Agreement.

VIII. GENERAL CONDITIONS

A. Compliance

The Subrecipient agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the Grantee taking one of the following actions: (1) declaring the Subrecipient ineligible to participate for future awards; (2) withholding funds; and (3) termination of the 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-Sponsor Agencies, program participants, licensees or invitees. The doctrine of *respondent superior* shall not apply as between the Grantee and the Subrecipient, its officers, members, agents, servants, employees, sub-Sponsor Agencies, 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-Sponsor Agencies, 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-Sponsor Agencies, 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, SPONSOR AGENCIES OR SUB-SPONSOR AGENCIES 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 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, SPONSOR AGENCIES OR SUB-SPONSOR AGENCIES 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-SPONSOR AGENCIES, INVITEES, LICENSEES, OR PROGRAM PARTICIPANTS, OR CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SPONSOR AGENCIES OR SUB-SPONSOR AGENCIES 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

Subrecipient covenants and agrees to indemnify, hold harmless and defend, at its own expense, 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 or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance or nonperformance of this Agreement and 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 subcontractors of Grantee; and Subrecipient hereby assumes all liability and responsibility of 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 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 subcontractors of Grantee. Subrecipient likewise covenants and agrees to and does hereby indemnify and hold harmless Grantee from and against any and all injury, damage or destruction of property of Grantee, arising out of or in connection with all acts or omissions of Subrecipient, its officers, members, agents, employees, subcontractors, invitees, licensees, or program participants,

or caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, Subrecipients, or subcontractors of Grantee.

Prior to commencement of service, the Subrecipient shall furnish the County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. The Subrecipient shall provide certified copies of insurance endorsements and/or policies if requested by the County. The Subrecipient shall maintain such insurance coverage from the time services commence until services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of service.

Commercial General Liability Insurance

Subrecipient shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Limit amount will increase according to amount of contract or risk to the County. Policy shall cover the liability for bodily injury, personal injury and property damage and products/completed operations arising out of the business operations of the policyholder.

Business Automobile Liability Insurance

Subrecipient shall maintain Auto Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Workers' Compensation Insurance

Subrecipient shall maintain workers' compensation insurance with statutory limits. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

Employers' Liability Insurance

Subrecipient shall maintain employers' liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

All Liability insurance policies shall name the County as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in the County's favor.

If required coverage is written on a claims-made basis, Subrecipient warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the contract is completed.

F. Recognition of 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 the Grantee. 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 Fort Bend County 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 C.F.R. §578.83 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 agrees to comply with the applicable Grantee 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 the Grantor agency (HUD) reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to (1) comply with Subpart C of OMB Circular A-110; (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 OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," 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, 24 C.F.R. §578.103 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 meet the requirements of the Continuum of Care program;
- c. Records required too determine the eligibility of activities;
- d. Records documenting compliance with the fair housing and equal opportunity components of the Continuum of Care program;
- e. Financial records as required by 24 C.F.R. §578.103, and OMB Circular A-110; and
- f. Prior to submitting reimbursement requests, all monthly participant data information **must** be entered by Subrecipient into a comparable database that complies with HUD's Homeless Management Information System (HMIS) requirements.
- g. Other records necessary to document compliance with of 24 C.F.R. Part 578.

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 "changes in use" restrictions specified in 24 C.F.R. §578. The Subrecipient must insure 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 funded under this Agreement, or after the resolution of all Federal audit findings, which ever 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. 4601, must be kept for five (5) years after he/she has received final payment.

4. Reports

The Subrecipient shall furnish the following reports to the Grantee:

- a. Household Characteristics Report will contain information on the total rent, the total subsidy, and the amount paid by each tenant-submitted to the Grantee on a monthly basis.
- b. Household Characteristics Summary detailing the number and types of rental units and categories of participants' disabilities submitted to the Grantee on a monthly basis.
- c. Project Status Report with certification signed by Subrecipient's authorized official that Continuum of Care participant data is current in a comparable database on a monthly basis.
- d. Financial Reports (Reimbursement Request, Cost Control Report, Cost Worksheet) submitted to the Grantee on a monthly basis.
- e. Monthly Operations Match/Share Reports.
- f. Persons Served Worksheet submitted to the Grantee on a quarterly basis. This form will summarize the number of persons actually served by the Program.
- g. Annual Progress Report (APR) summarizing the number of persons served during the year.
- h. Sufficient documentation to support any amounts requested through invoices to the Grantee including, but not limited to, lease agreements for each participant. The Grantee will be the sole determiner of "sufficient documentation."

5. Deadlines

- a. Monthly invoices are to be submitted within twenty (20) days of the end of the reporting periods.
- b. Operations Match/Share and Persons Served Reports are due within thirty (30) days of the end of each month detailing the amount of match incurred by the Subrecipient during the previous month.
- c. The APR is due within thirty (30) days after the end of the Agreement period.

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. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with OMB Circular A-133.

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

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. LOC. GOV'T CODE ANN. § 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 Subrecipient shall procure materials in accordance with the requirements of Subpart C of OMB Circular A-110, Procurement Standards, and shall subsequently follow Subpart C, Property Management Standards, covering utilization and disposal of property. Any real or personal property under the Subrecipient's control that was acquired or improved in whole or in part with Continuum of Care funds must either be:

- a. Used by the Subrecipient to meet the purpose and scope in 24 C.F.R. §578.1 until five (5) years after expiration or termination of the Grantee's Continuum of Care Grant Agreement with HUD; or
- b. Transferred to the Grantee; or
- c. Disposed of in a manner, consistent with 24 C.F.R. §84.32, which results in the amount of the then current fair market value of the property less any portion thereof attributable to expenditures of non- Continuum of Care funds for acquisition thereof, or improvements to, the property being reimbursed to the Grantee. Such reimbursement is not required if disposed of more than five (5) years after the expiration or termination of this Agreement.

Further, if within five (5) years of the termination or expiration of this Agreement, the Subrecipient ceases to use any or all personal property attributable to Continuum of Care funds to meet the purpose and scope of this Agreement, the personal property shall, in accordance with 24 C.F.R. §84.34, either revert to the Grantee or be disposed of in accordance with the applicable federal rules and regulations, including but not limited to OMB Circular A-110, Subpart C. After the expiration of five (5) years, the Subrecipient shall have no obligation to comply with this section regarding real or personal property.

Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act (TEX. CIV. STAT. ANN. art.1396-1.01, *et seq.*) or any other applicable statute.

X. 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; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246 as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 578.

The Subrecipient agrees to comply with any federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force 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, disability or other handicap, age marital status, or status with regard to public assistance. The Subrecipient will 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. § 1681 et seq.), which prohibits sex discrimination in federally assisted education programs.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee 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 will 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 will 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 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 will, 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 agrees to establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Subrecipient written procedures must identify the Grantee contact information, as provided at Section III., "Notice," in **Exhibit "A"** of this Agreement. The Subrecipient shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach the Grantee. The Subrecipient shall immediately notify HCCSD of all grievances or complaints received by the Subrecipient.

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. 3701-3703] 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. 3141-3142], 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. 201-224), which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

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 Fort Bend County 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 Continuum of Care 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 will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations.

E. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 C.F.R. §578.95 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 the Sponsor Agencies that are receiving funds under the Continuum of Care program.

In applying for 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 form (**Exhibit "C"**) to the Grantee. Failure to disclose any perceived or actual conflicts of interest may result in termination of this Agreement.

F. False Claims

The Subrecipient also agrees to abide by 18 U.S.C.A. 492, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Subrecipient will also abide by the False Claims Act (31 U.S.C.A. 3729 et seq.); Cr. Proc. R. 41 (a), (b), (f), relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245 Federally Protected Activities; 18 U.S.C.A. 1001 regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801-3812); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3717, 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); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

G. "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 C.F.R. Part 135, and all applicable rules and orders. The Subrecipient understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any sub-Sponsor Agencies. Failure to comply with these requirements shall subject the Grantee, the Subrecipient and any sub-Sponsor Agencies, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart O. 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. 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 will 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 C.F.R. 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.

H. Subcontracts

1. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

2. Monitoring

The Subrecipient will 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 the Grantee 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 24 C.F.R. §84.44.

XI. 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
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A 1251, et seq., 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 C.F.R., Part 50, as amended
- National Environmental Policy Act of 1969 (42 U.S.C.A 4321 et seq.; as amended)
- HUD Environmental Review Procedures (24 C.F.R., Part 58).

B. Flood Disaster Protection

The Subrecipient agrees to 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 to comply with HUD Lead-Based Paint Regulations at 24 C.F.R. 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 under 7 years of age.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 C.F.R., Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general this requires concurrence 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 C.F.R. §17.11 and 50 C.F.R. Part 451; the Lacey Act (18 U.S.C. 42); the Migratory Bird Treaty Act (16 U.S.C. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661-667e); 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 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 to j-10), insofar as they apply to the performance of this Agreement.

XII. 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

Occasionally, it may be necessary for the Grantee or the Subrecipient to alter the program to accommodate unanticipated changes, such as (1) a change in sponsor, (2) a change in project site, or (3) a change in target population. If these changes are necessary, the Grantee or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are approved in writing by HUD. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or the 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 the Subrecipient.

XIII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in paragraph IV, TIME OF PERFORMANCE of 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.

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 the Grantee Continuum of Care 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 and/or HUD.

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 24 C.F.R. §84.71 are completed to the satisfaction of the Grantee and the Fort Bend 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 funds on hand at the time of expiration and any accounts receivable attributable to the use of these 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 the Grantee and the Fort Bend County Auditor.

XIV. AGREEMENT REQUIREMENTS

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

XV. INCORPORATION OF EXHIBITS

The following documents shall be part of this Agreement:

Exhibit A Scope of Services

Exhibit B Budget

Exhibit C Conflict of Interest

XVI. EXECUTION

This Agreement shall become upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

9-27-16
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



APPROVED AS TO FORM:

Nancy D. Spen
Assistant County Attorney

9/22/2016
Date

APPROVED: COUNTY PROJECT MANAGER

Marilynn Kindell
Marilynn Kindell, Director
Fort Bend County Community Development Department

AGENCY: FORT BEND COUNTY WOMEN'S CENTER, INC

By *Louis C*
CHAIRMAN

9/13/16
Date

ATTEST:

Don Brown
Secretary

AUDITOR'S CERTIFICATION

I hereby certify that funds are available in the amount of \$245,719.00 to pay the obligation of Fort Bend County under this Agreement.

Robert E. Sturdivant
ROBERT E. STURDIVANT
County Auditor

Exhibit A, SCOPE OF SERVICES

I. Application

This Scope of Services is based on the approved Application prepared and submitted by the Subrecipient through the Houston-Fort Bend County Continuum of Care application process. However, in the event of any conflict between the Application and any provision contained herein, this Agreement shall control. In addition to the activities listed below, the Subrecipient agrees to operate this Continuum of Care program consistent with the program delivery stated in the approved Application.

II. Activities

Activity #1: The Subrecipient will administer rental housing assistance in the Houston and Fort Bend County service area for 20 units whose occupants have provided documentation of homelessness and disability. In accordance with 24 C.F.R. Part 578 for each participant served, the Subrecipient will execute an Occupancy Agreement between itself and the participant as well as ensure an acceptable lease is executed between the participant and landlord.

Activity #2: The Subrecipient will provide case management and other supportive services for occupants of 20 units; services include but are not limited to: access to employment assistance and job training services, mental health and counseling services, life skills services, mentoring, education and instruction services, and transportation in an amount equal to or greater than 25 percent of the Continuum of Care funds in accordance with 24 C.F.R. Part 578.73.

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to document progress using reporting requirements specified in Paragraph IX. B., parts 4 and 5 of this Agreement by providing the above levels of program services.

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 Director of the Fort Bend County Community Development Department or the Grantee as applicable, and within the same general type of services described herein.

Responsibilities

Subrecipient

The responsibilities of the Subrecipient shall include but not be limited to client intake, initial rent calculations, income determination, initial housing quality inspections, recertifying after the initial year and preparing required reports.

Grantee

The responsibilities of the Grantee shall include but not be limited to reviewing client intake, reviewing income determination, reviewing rent calculations, final housing quality inspections, reviewing recertifications and submitting required reports.

III. Notice

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee

Marilynn Kindell, Director
Fort Bend County Community Development
Department
301 Jackson St, Suite 602
Richmond, Texas 77469

Subrecipient

Vita Goodell, Executive Director
Fort Bend County Women's Center Inc.
P.O. Box 183
Richmond, TX 77406

Exhibit B, BUDGET

Fort Bend County Women's Center, Inc.

for the

2015 Continuum of Care Program TX0353L6E001503

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 Two Hundred-Forty Five Thousand Seven Hundred Nineteen Dollars and 00/100 (\$245,719.00).

	CoC Grant	CoC Grant	Match	Project Budget
	Grantee	Subrecipient	Subrecipient	Total
Rental Assistance	\$0	\$237,600.00	\$0	\$237,600.00
Administration	\$8,118.00	\$8,119.00	\$0	\$16,237.00
Supportive Services	\$0	\$0	\$63,460.00	\$63,460.00
Total Budget	\$8,118.00	\$245,719.00	\$63,460.00	\$317,297.00

The Subrecipient shall administer rental assistance to 20 disabled homeless individuals who are the victims of domestic violence and their families. The amount of rental assistance is calculated as follows:

Rental Assistance

Bedroom Size	Number of Requested Units	FMR	Number of Months
SRO	0	0	0
0	0	0	0
1	5	\$721	12
2	10	\$890	12
3	5	\$1215	12
4	0	0	0
Total	20	N/A	N/A

EXHIBIT C, CONFLICT OF INTEREST

All Applicants

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

Continuum of Care

The Continuum of Care rule at 24 C.F.R. §578.95 provides that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient (1) who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. Participation by homeless individuals who also are units under the program in policy or decision making under 24 C.F.R. §578 does not constitute a conflict of interest.

A disclosure of the nature of any perceived or actual conflict must be made prior to the execution of agreements utilizing Continuum of Care.

IF NO CONFLICT EXISTS, COMPLETE THE FOLLOWING:

- I certify that no conflict of interest exists between Fort Bend County and Fort Bend County Women's Center, Inc.
- I certify that no conflict of interest exists between the subcontractors of and Fort Bend County Women's Center, Inc.

IF A CONFLICT EXISTS, COMPLETE THE FOLLOWING:

- I certify that a conflict of interest does exist between Fort Bend County and Fort Bend County Women's Center, Inc.
- I certify that a conflict of interest does exist between the subcontractors and Fort Bend County Women's Center, Inc.

Describe the nature of the conflict of interest below. Identify the individual, employment and the conflict or potential conflict, and their affiliation with your organization.

Vita Gooden
Signature of Authorized Agency Official

7/7/16
Date

Vita Gooden, CEO
Typed Name and Title