

FY 2019 CONSOLIDATED GRANT AGREEMENTS

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Fort Bend County, Texas, Grantee. The Grantee's Tax Identification Number is 746001969

Community Development Block Grant (CDBG) Program

Grant Number: B-19-UC-48-0004

Duns Number: 081497075

The terms of the CDBG award in the amount of \$ \$3,090,195.00 which are the subject of this part of this Agreement are set forth in the attached executed form HUD -7082, Funding Approval/Agreement.

The special condition in your Grant Agreement and Funding Approval concerning the review procedures under Executive Order (EO) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52 restricts the obligation or expenditure of funds for the planning or construction of water or sewer facilities until the completion of the review process and receipt of written notification of release of funds for such activities from HUD. The condition requires that in the event you amend or otherwise revise your Consolidated and/or Action Plan to use funds for the planning or construction of water or sewer facilities, you must receive written release of funds from HUD before obligating or expending funds for such activities.

In order to establish a Line of Credit for the Fiscal Year 2019 grant, it will be necessary for you to execute and return two copies of the Grant Agreement. In addition, if there is a need to delete or add individuals authorized to access eLOCCS, a Security Access Authorization Form (HUD-27054) must be prepared, notarized, and returned to this office with the Grant Agreement. Also if there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

CDBG grants funds have historically been disbursed through the Integrated Disbursement and Information System (IDIS) on a **"first-in, first-out" basis (FIFO)**. Under this methodology, CDBG grantees do not designate a specific fiscal year grant in IDIS when funding an activity or when creating an expenditure voucher. In general, all obligations and disbursements are recorded against the earliest annual grant with an available balance, thereby exhausting the oldest grant available before recording expenditures against the next grant. However, the HUD Inspector General has deemed this approach to be inconsistent with generally accepted government accounting principles and CPD is in the position of having to the adjust the disbursement approach in IDIS from FIFO to a grant-based approach.

CPD believes that this change should not cause significant disruptions to grantee processes as many grantees' accounting systems typically track expenditures according to each annual grant. However, some grantees may have to make some adjustments and certain new steps have been programmed into IDIS to accommodate the change. CPD is in the process of

finalizing a rule to implement these changes for the CDBG program to be published in the Federal Register. CPD will issue alternative guidance to ensure that grantees have appropriate instructions for beginning to draw upon their FY 2019 CDBG funds. Please do not draw funds until such guidance is issued; otherwise grantees may have to correct information in IDIS once the guidance is public.

As a recipient of HUD financial assistance covered by Section 3 of the HUD Act of 1968, it is required that Section 3 Summary Reports (Form HUD-60002) be submitted to HUD in accordance with the guidelines given. Please refer to HUD's website at www.hud.gov/section3 for additional information.

HOME Investment Partnerships Act (HOME) Program
Grant Number: M19-UC480216
Duns Number: 081497075

The terms of the HOME award in the amount of \$737,236.00 which are the subject of this part of this Agreement are set forth in the attached executed form HUD 40093, Funding Approval and HOME Investment Partnerships Agreement.

In order to establish a Line of Credit for the Fiscal Year 2019 grant, it will be necessary for you to execute and return two copies of the Grant Agreement. In addition, if there is a need to delete or add individuals authorized to access eLOCCS, a Security Access Authorization Form (HUD-27054) must be prepared, notarized, and returned to this office with the Grant Agreement. Also if there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

We recommend that the record keeping requirements provided in the HOME program regulations at 24 CFR 92.508 be reviewed. Records sufficient to enable HUD to determine that program requirements are being met must be established and maintained. This section of the regulations will be beneficial as local staff resources are committed to the HOME program.

Grantees are reminded that certain HOME activities are subject to the provisions of 24 CFR Part 58. Environmental Review Procedures – 92.352 of the HOME regulations provide that Participating Jurisdictions (PJs) carry out the environmental review of an activity and obtain a written release from the Houston Office before obligating or expending HOME funds. PJs may obtain appropriate forms from www.hudclips.org. A request for the Release of Funds for a HOME activity must be sent to HUD and must be accompanied by an Environmental Certification.

The HOME program statute provides that funds be made available to PJs for 24 months after the last day of the month in which the PJ is notified of HUD's execution of the HOME Investment Partnerships Agreement. If not placed under a binding commitment to affordable housing within the 24-month period, the funds are to be deobligated. The statute also provides that at least 15 percent of each PJ's allocation must be reserved for investment in housing to be developed, sponsored, or owned by community housing development organizations (CHDOs).

The definition of commitment for the HOME program must be followed to the fullest extent in order for such funds to be deemed allowable. It should be noted that the commitment of HOME funds include, but not limited to, the following:

- Participating jurisdictions must not commit HOME funds to a project in IDIS or in a written agreement until all necessary financing has been secured, a budget and production schedule established, and underwriting and subsidy layering completed; and clarifying.
- Dated signatures are required on written agreements.

Emergency Solutions Grants (ESG) Program

Grant Number: E-19-UC-48-0004

Duns Number: 081497075

The terms of the ESG award in the amount of \$224,896.00 which are the subject of this part of this Agreement are set forth in the attached executed Funding Approval/Agreement.

The special condition in your Funding Approval/Agreement refers to the Indirect Cost Rate and the specific requirements pursuant to 2 CFR 200, Subpart E – Cost Principles.

The complete program requirements for the ESG program regulations are located at 24 CFR Part 576, as revised by the Emergency Solutions Grants Program and Consolidated Plan Conforming Amendments Interim Rule which was published on December 5, 2011 (76 Fed. Reg. 75954). Resources are posted on the OneCPD website at <http://hudexchange.info/>, and all of the ESG materials can be accessed at <https://hudexchange.info/esg>.

The following parties execute this Grant Agreement on the dates set forth below as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By:  _____ 08/22/2019
Signature and Date

Stacia L. Johnson
Typed Name of Signatory

Director, Community Planning and Development
Title

GRANTEE

By: _____
Signature and Date

Typed Name of Signatory

Title

Funding Approval/Agreement


Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No. 2506-0193
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Fort Bend County	3a. Grantee's 9-digit Tax ID Number 746001969	3b. Grantee's 9-digit DUNS Number 081497075
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 301 Jackson St Richmond, TX 77469	4. Date use of funds may begin (mm/dd/yyyy) 09/01/2019	
	5a. Project/Grant No. 1 B-19-UC-48-0004	6a. Amount Approved \$3,090,195.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Stacia L. Johnson	Grantee Name (Contractual Organization) Fort Bend County
Title CPD Director	Title
Signature 	Signature
Date (mm/dd/yyyy) 08/22/2019	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 07/10/2019	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 08/22/2019	
		9c. Date of Start of Program Year (09/01/2019)	

11. Amount of Community Development Block Grant			
	FY (2019)	FY (2018)	FY (2017)
a. Funds Reserved for this Grantee	\$3,089,429.00	\$ 766.00	\$.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency Fort Bend County 301 Jackson St Richmond, TX 77469
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2026. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2026.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME Investment Partnerships Agreement
 Title II of the National Affordable Housing Act

1. Participant Name and Address Fort Bend County 301 Jackson St Richmond, TX 77469-3108	2. Grant Number M19-UC480216	
	3a. Tax Identification Number 746001969	3b. Unique Entity Identifier (formerly DUNS) 081497075
	4. Appropriation Number 869/20205	5. FY (yyyy) 2019

6. Previous Obligation (Enter "0" for initial FY allocation)	\$0
a. Formula Funds	\$737,236.00
b. Community Housing Development Org. (CHDO) Competitive	\$

7. Current Transaction (+ or -)	\$737,236.00
a. Formula Funds	\$737,236.00
1. CHDO (For deobligations only)	\$
2. Non- CHDO (For deobligations only)	\$
b. CHDO Competitive Reallocation or Deobligation	\$

8. Revised Obligation	\$
a. Formula Funds	\$
b. CHDO Competitive Reallocation	\$

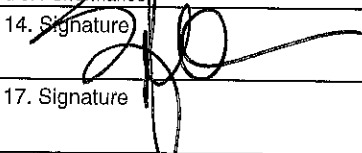

9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached	10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) 08/22/2019
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11. Indirect Cost Rate*	12. Period of Performance Date in Box #10 - 09/01/2027															
<table border="1"> <thead> <tr> <th>Administering Agency/Dept.</th> <th>Indirect Cost Rate</th> <th>Direct Cost Base</th> </tr> </thead> <tbody> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> <tr><td>—</td><td>—%</td><td></td></tr> </tbody> </table>	Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base	—	—%		—	—%		—	—%		—	—%		<p>* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.</p>
Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base														
—	—%															
—	—%															
—	—%															
—	—%															

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Stacia L. Johnson, Director	14. Signature 	15. Date 08/22/2019
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	17. Signature 	18. Date / /

19. Check one:
 Initial Agreement Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2019	86 9/2 2205	HMF (G)	\$734,406.00
2018	86 8/1 2205	HMF (F)	\$1,742.00
2017	86 7/0 2205	HMF (C)	\$1,088.00
2017	86 X 2205 -17	HMF (E)	\$.00
2016	86 6/9 2205	HMF (B)	\$.00
2016	86 X 2205 -17	HMF (B)	\$.00
2001	86 X 0205 -01	HMF (R)	\$.00

ATTACHMENT: Indirect Cost Rate Provision for ESG

Indirect Cost Rate Provision (to be added to Special Conditions attached to each ESG Agreement)

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

ATTACHMENT: Special Condition for ESG

Eligibility Conditions for Youth (to be added to Special Conditions attached to each ESG Agreement)

- Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services.
- Unaccompanied youth aged 24 and under or families headed by youth aged 24 and under who are living in unsafe situations may be served by youth-serving providers

ATTACHMENT: Special Condition for ESG

Recipient Integrity and Performance Matters (to be added to Special Conditions attached to each ESG Agreement if the amount in Box 8 is greater than \$500,000)

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters.