

THE STATE OF TEXAS

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COUNTY OF FORT BEND

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**SUBRECIPIENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND ATTACK POVERTY  
FOR AN AFFORDABLE HOUSING PROGRAM**

This Agreement is by and between Attack Poverty, a non-profit organization located in Fort Bend County (hereinafter referred to as "Subrecipient") and Fort Bend County, a body corporate and politic under the laws of the State of Texas (hereinafter referred to as "County" or "Grantee").

WITNESSETH:

WHEREAS, Grantee has entered into a Grant Agreement with the United States of America, acting by and through its Department of the Treasury (hereinafter referred to as "Treasury") for federal funding received from the Emergency Rental Assistance program (hereinafter referred to as "ERA2"), authorized through Title III, Subtitle B, Section 3201 of the American Rescue Plan Act, 2021, Pub. L. No. 117-2 (March 11, 2021) codified as 15 USC 9058c; and

WHEREAS, the persistence of poverty and the denial of opportunities to succeed are barriers to economic development and community development; and

WHEREAS, Attack Poverty is a 501(c)(3) charitable organization that tackles systemic and generational poverty on a global and local level; with four hubs in Fort Bend County, including Katy, Stafford, Richmond and Rosenberg; and

WHEREAS, this Agreement is not intended to replace or interfere with any existing or federal housing program; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; and

WHEREAS, the County desires to assure compliance with such laws, rules, and regulations relating to the expenditure of funds under ERA2;

NOW, THEREFORE, the County and Subrecipient do mutually agree as follows:

**I. SCOPE OF AGREEMENT**

Funding received through this Agreement will be used by the Subrecipient for the administration of an Affordable Housing Program ("the Program"). The Program shall include the following:

- a. Provide access for eligible individuals and families to apply for affordable housing services;
- b. Develop and provide criteria for eligibility of individuals or households;
- c. Determine housing availability and related resources, pursuant to all U.S. Treasury Guidelines;
- d. Assist in placement of eligible individuals/families in available housing;
- e. Criteria for eligibility for beneficiaries will be re-evaluated, at a minimum, once every 6 months once placed in housing;
- f. Eligible beneficiaries will be provided educational financial services to assist with self-sufficiency;
- g. Subrecipient will make referrals to other services: food, medical, housing assistance, utilities, as needed.

The Subrecipient agrees to administer the Program in accordance with all guidelines, rules, and regulations required by the Treasury.

## II. DUTIES OF COUNTY AND SUBRECIPIENT

2.01 Subrecipient shall ensure that administration of the Program is in conformity with all applicable local, state and federal law including any statutes, regulations, orders and restrictions. Attack Poverty is aware that federal funding is being used to fund this Agreement and the Program Subrecipient shall ensure that all programmatic and financial monitoring are followed and that appropriate documentation for same is maintained. Documentation shall be in conformity with all Treasury requirements. Attack Poverty warrants and represents that they are aware and understand the federal requirements for such funding or that they will seek their own Consultants on compliance to advise them on such issues.

2.02 Within sixty (60) days after the date this Agreement is executed by both parties, the Subrecipient will submit Policies and Procedures, including program milestones and list of deliverables ("Policies and Procedures") to the County for review and approval. Policies and Procedures must include:

- a. Program milestones;
- b. List of deliverables;
- c. Criteria for determination of a household's eligibility;
- d. Policies and Procedures for determining the prioritization of households in compliance with ERA2;
- e. Schedule for reporting and progress reports;
- f. Procedures for maintenance of records;
- g. Justifications and records documenting all determinations.
- h. Identification of controls to ensure compliance with Policies and Procedures and prevention of fraud.

2.03 Subrecipient must specify in their Policies and Procedures under what circumstances they will accept written attestations from applicants without further documentation to determine any aspect of eligibility or the amount of assistance.

2.04 Subrecipient must have in place reasonable validation or fraud-prevention procedures to prevent abuse.

2.05 All Policies and Procedures shall be submitted to Grantee for review.

2.06 County shall return comments to the Subrecipient for incorporation into the final Policies and Procedures. County will make all reasonable efforts to return the comments within a reasonable time.

2.07 Subrecipient shall make all requested changes within the time period determined by County or be subject to a requirement to return all funds. Subrecipient shall incorporate all relevant provisions located in ERA2 guidance, including but not limited to those identified in the following documents:

- a. *Emergency Rental Assistance Program (ERA2) Acceptance of Award Terms (Exhibits A)*
- b. *Emergency Rental Assistance Program (ERA2) Reporting Guidelines (Exhibit B)*
- c. *U.S. Department of the Treasury Emergency Rental Assistance Under the Americans Ressue Plan Act of 2021 (ERA2) Reallocation Guidance (Exhibit C)*
- d. *Emergency Rental Assistance Program (ERA2) Frequently Asked Questions (Exhibit D)*
- e. *Certification for Contracts, Grants, Loans and Cooperative Agreements (Exhibit E)*

2.08 Grantee reserves the right to request any changes or revisions to the Policies and Procedures at any time during the administration of grant funds provided under this Agreement.

2.09 Policies and Procedures shall also include all requirements as listed in this Agreement and any additional requirements as identified by the County for federal compliance with all Treasury requirements for ERA2.

### III. PROGRAM COSTS

3.01 For and in consideration of the Program as herein set forth, the County agrees to fund Program costs in an amount not to exceed the total sum of Two Million and No/100 Dollars (\$2,000,000.00) which shall be in full and total compensation allocated by the County for payment of all expenses allowed under this Agreement and the ERA2.

#### IV. PAYMENT

4.01 It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Two Million and No/100 Dollars (\$2,000,000.00). Subrecipient shall submit quarterly invoices. Such invoice shall include any other documentation requested by the County. All invoices shall be approved by the Fort Bend County Auditor prior to payment.

4.02 Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 C.F.R. 200.

4.03 Upon execution of this agreement, County shall make payment of 10% of Program Costs to Subrecipient. Upon final approval of Policies and Procedures, County shall make payment of an additional 15% of Program Costs to Subrecipient.

4.04 A schedule for additional payments shall accompany the final draft of Policies and Procedures.

4.05 Proposed expenses not identified in Policies and Procedures shall be submitted to the County prior to expenditure. Failure to do so may result in withholding of additional funds. Ineligible expenses or unauthorized expenses shall be considered default of this Agreement and will be cause for termination.

4.06 Any remaining funds not accounted for shall be returned to the Grantee.

4.07 The County shall not be liable for the payment of expenses or costs, which are not allowed under the terms of this Agreement and ERA2.

#### V. SOURCE OF FUNDING

5.01 The County has no County funds for the costs of goods and services to be rendered under this Agreement. It is expressly agreed and understood that this Agreement is predicated upon and conditioned on the County receiving funds for the purpose of paying the entire obligation of the County under this Agreement from funds to be received pursuant to Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), which authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance. Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the County under the terms and provisions of this Agreement shall not exceed the amount of funds actually received by the County from the Treasury.

5.02 Subrecipient acknowledges the fact that the County's obligation hereunder for payment of compensation and costs, if any, is limited to Federal funds received pursuant to the grant agreement between the U.S. Department of the Treasury and Fort Bend County, "Emergency Rental Assistance Program (ERA2) Acceptance of Award Terms" attached here as Exhibit A, and that unless and until adequate funds have been received by the County under the Grant Agreement to

pay the Subrecipient's compensation and expense reimbursement, the County shall have no obligation to the Subrecipient.

## VI. TERM OF AGREEMENT

6.01 Term of Agreement. This Agreement is effective as of the date executed by the County (the "Effective Date") and shall end on the twentieth (20th) anniversary of the Effective Date, unless otherwise terminated in accordance with the terms herein (the "Term").

6.02 Payments shall begin after the Effective Date AND SHALL END ON SEPTEMBER 30, 2025, per the U.S. Treasury ERA2 Funding Terms and Conditions, attached hereto as Exhibit A. SUBRECIPIENT SHALL NOT INCUR ANY OBLIGATIONS TO BE PAID WITH THE FUNDING FROM THIS AWARD AFTER SUCH PERIOD OF PERFORMANCE ENDS.

6.03 As a condition of receipt of payment, Subrecipient shall maintain the Program for twenty (20) years from the Effective Date of this Agreement or within such additional time as may be extended by the County. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of federal funds or other federal assets, including program income.

## VII. COMPLIANCE WITH ERA2 GUIDELINES

7.01 Use of Funds. Subrecipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").

### 7.02 Administrative costs.

- a. Subrecipient may use funds provided to the Subrecipient to cover both direct and indirect costs.
- b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

7.03 Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as related to this award. Subrecipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed. Subrecipient shall follow all guidelines as described in ERA2 Reporting Guidelines attached hereto as Exhibit B. Subrecipient shall also be responsible for maintaining:

- a. Records required to determine the eligibility of activities;
- b. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing;

- c. Records documenting compliance with the fair housing and equal opportunity requirements;
- d. Other records necessary to document compliance with ERA2.

7.04 Maintenance of and Access to Records.

- a. Subrecipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. 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, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years from receipt of final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

7.05 Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

7.06 Compliance with Applicable Law and Regulations. Subrecipient agrees to comply with the requirements of Section 3201 and the Guidance. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.

7.07 Federal regulations applicable to this award include, without limitation, the following:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- d. OMB Guidelines to Agencies on Government wide Debarment and Suspension

(Nonprocurement), 2 C.F.R. Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- e. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- f. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21.

7.08 Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefiting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

7.09 False Statements. Subrecipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

7.10 Conflict of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c), and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7.11 Publications. Any publications produced with funds from this award must display the following language: "This program [is being] [was] supported, in whole or in part, by federal award

number [enter program FAIN] awarded to [name of Subrecipient] by the U.S. Department of the Treasury.”

7.12 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - (1) A member of Congress or a representative of a committee of Congress;
  - (2) An Inspector General;
  - (3) The Government Accountability Office;
  - (4) A Treasury employee responsible for contract or grant oversight or management;
  - (5) An authorized official of the Department of Justice or other law enforcement agency;
  - (6) A court or grand jury; and/or
  - (7) A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - (8) Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

7.13 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Subrecipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

7.14 Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. OTHER REQUIREMENTS

8.1 Compliance with all Laws. Attack Poverty shall comply with all applicable federal, state and local laws and regulations in the performance of this Agreement and shall keep in effect any and all licenses, permits, notices and certificates as are required thereby. Attack Poverty shall



further comply with all applicable Federal and Texas employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws, regulations, executive orders, policies, procedures and directives applicable to the services required under this Agreement.

8.2 Use of Funds. Subrecipient may not use funds for any expenses not specifically authorized by the Treasury for ERA2 including, but not limited to, construction or construction related expenses. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

8.3 Program Areas. The Subrecipient will use the grant funds to pay for activities benefiting clients who live within Fort Bend County.

## IX. SUBCONTRACTS

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

9.02 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.

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

9.04 Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

9.05 Selection of subcontractors shall include analysis of, but not necessarily limited to documented evidence of qualifications, resources and experience of subcontractor to perform the required services.

## X. ADDITIONAL TERMS REGARDING PROCUREMENT

10.01 OMB Standards. Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 200.318, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

10.02 Uniform Administrative Requirements. The Subrecipient shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards".

10.03 The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

## XI. CLOSE-OUTS

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over funds received through this Agreement, including program income.

## XII. NOTICE

12.01 Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

12.02 For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the County, then to: Fort Bend County Auditor  
301 Jackson  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

If to the Subrecipient: Brandon Baca, *CEO*  
Attack Poverty  
3727 Greenbriar Dr., Ste. 100  
Stafford, TX 77477  
(o) 832.847.4379

12.03 Each party shall have the right to change its respective address and each shall have the right to specify as its new address, provided that at least five (5) days written notice is given of such new address to the other party.

### XIII. GRANTEE RECOGNITION

Contact with citizens of Fort Bend County, media outlets, or governmental agencies regarding the County's participation in the Program shall be the sole responsibility of County. Attack Poverty agrees to coordinate, and will only release, such information after receiving prior, written consent from the Fort Bend County Judge, except where required for disclosure by law. Any communication regarding financial matters of the County relative to this Agreement, must be confirmed in writing by the County Auditor prior to release, to ensure accuracy of the information.

### XIV. SUSPENSION AND TERMINATION

14.01 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. Partial terminations of the Scope of Agreement in Section I may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, subject to the provisions and limitation as described in this Agreement.

14.02 Grantee may suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations, executive orders, guidelines, policies or directives or provisions referred to herein; failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; ineffective or improper use of funds provided under this Agreement; or submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

14.03 Grantee may declare the Subrecipient ineligible for any further participation in Grantee Agreements, in addition to other remedies as provided by law. Release of funds may be withheld in full or in part upon a finding by the County that the Subrecipient is in noncompliance with any applicable rules or regulations.

14.04 The County may terminate this Agreement for its convenience and without the requirement of an event of default by Attack Poverty if any local, state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including laws passed during the term of this Agreement that are to be applied retroactively as determined by the County;

provided, however, C shall use its best efforts in working with Attack Poverty to restructure this Agreement (or County's obligations described in this Agreement) to be enforceable and legal.

#### XV. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

#### XVI. INDEMNITY

The County affirms that it enjoys governmental immunity and it is not waiving immunity of any type or nature by entering into this Agreement. Notwithstanding such governmental immunity, **ATTACK POVERTY SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF ATTACK POVERTY, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF ATTACK POVERTY OR ANY OF ATTACK POVERTY'S AGENTS, SERVANTS OR EMPLOYEES. ATTACK POVERTY SHALL FURTHER INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, ACTIONS OR PROCEEDINGS ARISING FROM OR RELATING TO ANY FAILURE OF ATTACK POVERTY TO COMPLY WITH ANY APPLICABLE LAWS OR REGULATIONS. WHERE ATTACK POVERTY HAS A DUTY TO DEFEND AND INDEMNIFY, ATTACK POVERTY SHALL OBTAIN A GLOBAL RELEASE OF LIABILITY FOR THE COUNTY TO INCLUDE ITS ELECTED/APPOINTED OFFICIALS AND ITS EMPLOYEES/VOLUNTEERS.**

#### XVII. INSURANCE

17.01 Minimum Scope and Limits of Insurance. Attack Poverty shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in Texas, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by County:

- a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such

- insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
  - c. Workers' compensation insurance as required by the State of Texas. Attack Poverty agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against County, its officers, agents, employees, and volunteers arising from work performed by Attack Poverty for County and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
  - d. Umbrella or Excess Liability for a minimum Limit of \$5,000,000.
  - e. Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limits, per occurrence and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Attack Poverty shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

17.02 Endorsements. The commercial general liability insurance policy, business automobile liability policy and umbrella or Excess Liability shall contain or be endorsed to contain the following provisions:

17.03 Additional insureds: "County of Fort Bend and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Attack Poverty pursuant to its contract with County; products and completed operations of Attack Poverty; premises owned, occupied or used by Attack Poverty; automobiles owned, leased, hired, or borrowed by Attack Poverty."

17.04 Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to County."

17.05 Other insurance: Attack Poverty's insurance coverage shall be primary insurance as respects County of Fort Bend, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by County of Fort Bend shall be excess and not contributing with the insurance provided by this policy.

17.06 Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County of Fort Bend, its officers, officials, agents, employees, and volunteers.

17.07 Attack Poverty's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

17.08 Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-

insured retention to provide such coverage, the amount of such deductible or self- insured retention shall be approved in advance by County. No policy of insurance issued as to which County is an additional insured shall contain a provision, which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

17.09 Certificates of Insurance. Attack Poverty shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

17.10 Non-Limiting. Nothing in this section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Attack Poverty may be held responsible for payments of damages to persons or property.

#### XVIII. AMENDMENTS AND MODIFICATIONS

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 amendments result in a change in the funding, the Scope of Agreement, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### XIX. RELOCATION, ACQUISITION & DISPLACEMENT

The Subrecipient agrees to comply with U.S. Department of the Treasury Rules and Regulations regarding relocation, including the U.S Department of the Treasury Emergency Rental Assistance Under the Americans Rescue Plan Act of 2021 (ERA2) Reallocation Guidance attached hereto as Exhibit C.

#### XX. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

##### 20.01 Civil Rights

- a. Compliance. The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, as amended by 12259, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- b. Nondiscrimination. The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including the applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act which are still applicable. 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 contracting agency setting forth the provisions of this nondiscrimination clause.
- c. Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- d. Section 504 - Discrimination against the Handicapped. The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) 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.
- e. Fair Housing Act. Subrecipient will not violate the Fair Housing Act, which prohibits discrimination in housing practices on the basis of race, color, religion, sex, national origin, handicap or familial status and provides protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. Subrecipient will abide by all requirements as set by the Fair Housing Act for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.
- f. Small, Women and Minority-Owned Businesses (W/MBE). The Subrecipient will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance

of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), the term "minority and female business enterprise" means a business at least fifty-one percent (51%) 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 subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

- g. Equal Employment Opportunity and Affirmative Action (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.

#### 20.02 Employment Restrictions.

- a. Prohibited Activity. The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; lobbying, political patronage, and nepotism activities.
- b. 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.
- c. Labor Standards. If applicable, the Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours and the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) 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, which demonstrates compliance with hour, and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

NO FUNDS FROM THIS AGREEMENT SHALL BE USED FOR CONSTRUCTION OR PURCHASE OF PROPERTY.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all Contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Subtitle A governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local



law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such Agreements subject to such regulations.

d. "Section 3" Clause

(1) Compliance

Compliance with the provisions of Section 3, and all other Regulations set forth by the Treasury, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any subcontractor. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any subcontractors, their successors and assigns, to those sanctions specified. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all Subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a program assisted under a program providing direct federal financial assistance 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 program area and Agreements for work in connection with the program be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the program."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction program are given to low- and very low-income persons residing within the metropolitan area in which the Program is located; where feasible, priority should be given to low- and very low-income persons within the service area of the program or the neighborhood in which the program is located, and to low- and very low-income participants in other federal programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction program to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the Program is located; where feasible,

priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Program is located, and to low- and very low-income participants in other federal programs.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with the requirements.

- e. Notifications to Labor Unions. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement 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.
- f. Subcontractor Agreements. The Subrecipient will include this Section 3 clause in every subcontract agreement and will take appropriate action pursuant to the s upon a finding that the subcontractors is in violation of regulations issued by the Grantor Agency. The Subrecipient will not subcontract with any subcontractors where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter into an Agreement with the subcontractor unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20.03 Conduct. The Subrecipient shall include the following clauses in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

- a. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.
- b. 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.
- c. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 24 CFR 570.611, which includes (but is not limited to), the following:
  - (1) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
  - (2) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- (3) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.
- (4) No member of or delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit direct or indirect which arises from the Agreement.

d. Lobbying. The Subrecipient certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 any agency, a Member of Congress, 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (3) It will require that the language of paragraph (4) 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:
- (4) This certification is a 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.C. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- e. Copyright. If this Agreement results in any copyrightable material, the Grantee and/or grantor agency 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.
- f. Equal Participation of Faith-Based Organizations. If applicable, the Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient agrees that funds provided under this Agreement will not be directly utilized for explicitly religious activities, such as worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 CFR 5.109 "Equal Participation of Faith-based Organizations in HUD Programs and Activities." The Subrecipient must also document their compliance with the faith-based activities regarding disposition and change in use of real property as required under 24 CFR §576.406.

## XXI. ENVIRONMENTAL CONDITIONS

The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

21.01 Environmental Requirements (with respect to the use of funds). The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- a. Clean Air Act, 42 U.S.C., 1857, et seq.
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- d. National Environmental Policy Act of 1969.

21.02 Energy Conservation and Resource Recovery. The District agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The Subrecipient agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA), and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials" at 40

C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## XXII. ADDITIONAL REQUIREMENTS

22.01 Independent Contractor. Nothing in this Agreement shall be deemed or construed to represent Attack Poverty, or any of Attack Poverty's employees or agents, the agents' representatives, or employees of County. Attack Poverty acknowledges that it is an independent contractor in its performance under this Agreement. Anything in this Agreement that provides County with the right to direct Attack Poverty in its performance of its obligations under this Agreement is solely for purposes of compliance with local, state, and federal regulations.

22.02 Relationship of the Parties. The relationship of the County and Attack Poverty under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency.

22.03 Binding Effect; Assignment. This Agreement is binding on County and Attack Poverty, and their respective successors and assigns. Attack Poverty shall not assign or transfer its interest in this Agreement without the prior written approval of County, which shall be in County's sole and exclusive discretion.

22.04 Amendments. This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless made in writing and signed by all Parties.

22.05 Applicable Law and Venue. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity

22.06 Force Majeure. It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such Party's reasonable control by reason of war, terrorism or the imminent threat thereof, insurrection, civil commotion, riots, labor disputes, strikes, lockouts, embargoes, hurricanes or named windstorms, unusual weather, fire, casualty, epidemics, quarantine, any other public health restrictions or public health advisories, disruption to local, national or international transport services, governmental restrictions, any rationing of public services or utilities, or litigation brought on by a third party (but only to the extent performance is enjoined by a court of competent jurisdiction as a result of such litigation), unavoidable casualties or other causes beyond the reasonable control of a party (each, an "Event of Force Majeure"), the party so obligated or permitted shall be excused from

doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

22.07 Third Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

22.08 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

22.09 ATTACK POVERTY ACKNOWLEDGES AND AGREES THAT BY LAW, THE COUNTY ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF THE COUNTY. The County Attorney's Office may not advise or approve a contract or legal document on behalf of other parties. Review of this document was conducted solely from the legal perspective of the County and approval of this document was offered solely for the benefit of the County. Attack Poverty should not rely on this approval, and should seek review and approval by their own respective attorney.

22.10 Interpretation; Entire Agreement. This Agreement is the sole agreement between the two parties and no prior or subsequent discussions, negotiations, or agreements, whether verbally or in writing, shall be merged with this Agreement. Any question or dispute regarding the interpretation of the terms of this Agreement shall be decided by County. County's decision on any dispute under this Agreement, which shall be furnished in a manner of its choosing, shall be final and binding. In the event of a conflict between this Agreement and/or any regulatory requirements, the regulatory requirements control and County reserves the right to resolve the conflict and determine Attack Poverty's compliance with such provisions.

22.11 Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

22.12 Captions. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

22.13 Waiver. The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

### XXIII. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS

The contents of this Section are required by Texas Law. The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

23.01 Certification that Subrecipient is not on Comptroller's Listed Companies. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Subrecipient verifies that Subrecipient is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Texas Government Code.

23.02 Agreement to Not Boycott Israel under Chapter 2271 Texas Government Code. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code

23.03 Agreement to Not Boycott Energy Companies. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

23.04 Agreement to Not Discriminate Against a Firearm Entity or Trade Association. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

### XXIV. HUMAN TRAFFICKING

BY ACCEPTANCE OF CONTRACT, SUBRECIPIENT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

XXV. AGREEMENT DOCUMENTS

This Agreement includes the following exhibits and such exhibits are attached hereto and make a part hereof for all purposes:

- |           |  |
|-----------|--|
| Exhibit A | Emergency Rental Assistance Program (ERA2) Acceptance of Award Terms   |
| Exhibit B | Emergency Rental Assistance Program (ERA2) Reporting Guidelines  |
| Exhibit C | U.S. Department of the Treasury Emergency Rental Assistance Under the Americans Rescue Plan Act of 2021 (ERA2) Reallocation Guidance |
| Exhibit D | Emergency Rental Assistance Program (ERA2) Frequently Asked Questions  |
| Exhibit E | Certification for Contracts, Grants, Loans and Cooperative Agreements  |

XXVI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XXVII. EXECUTION

IN WITNESS WHEREOF, County and Attack Poverty have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

*{Execution Pages Follows}*  
*{Remainder Intentionally Left Blank}*



**GRANTEE: FORT BEND COUNTY**

*KP George*  
County Judge KP George

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
September 26, 2023

\_\_\_\_\_  
Date


ATTEST:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk




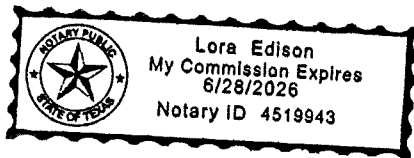
**SUBRECIPIENT: ATTACK POVERTY**

  
\_\_\_\_\_  
CEO

09/25/2023  
Date

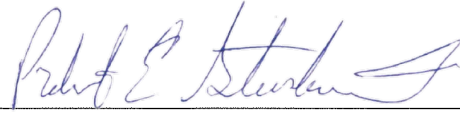
ATTEST:

  
\_\_\_\_\_  
Notary Public



### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,000,000.00 to accomplish and pay the obligation of the Fort Bend County under this contract.

A handwritten signature in blue ink, appearing to read "Robert E. Sturdivant", is written over a horizontal line.

Robert E. Sturdivant, County Auditor