

**CITY OF SUGAR LAND
STANDARD CONTRACT FOR
GENERAL SERVICES**

Over \$50K
(Rev. 9-5-17)

I. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By:

Date:

Title:

CONTRACTOR:

By:

Date:

Title:

Company:

APPROVED AS TO FORM:

[Signature]

II. General Information and Terms.

Contractor's Name and Address: Rodriguez and Associates
5330 Griggs Road, Suite A112
Houston, Texas 77021

Description of Services: Community Development Block Grant (CDBG)
Administrative Consulting Services

Maximum Contract Amount: \$50,000.00

Effective Date: On the latest of the dates signed by both parties.

Termination Date: The date close-out documents for Program Year 2017 are approved by the U.S. Department of Housing and Urban Development.

Contract Parts: This Contract consists of the following parts:

- I. Signatures
- II. General Information and Terms
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill. However, notwithstanding anything to the contrary in this Contract, the City does not have any obligation to pay any funds to the Contractor unless and until the City (i) executes the grant agreement with the U.S. Department of Housing and Urban Development (HUD) for Program Year 2017 and (ii) funding is made available by HUD.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. A provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should a party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

O. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

P. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission) that includes:

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> . The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute.

Q. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

R. Prohibition on Contracts with Companies Boycotting Israel. Contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89). Under the provisions of this statute, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

The City has approved a verification form, which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

IV. Additional Terms or Conditions. None.

V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Contractor's Additional Contract Documents:

- A-1. Certificate of Interested Persons with Certification of Filing (1 page)
- A-2. House Bill 89 Verification (1 page)
- A-3. Rodriguez and Associates Quote, Program Year 2017 (July 15, 2017) (3 pages)

Exhibit B. City's Additional Contract Documents:

- B-1. Insurance Requirements (2 pages)
- B-2. CDBG Scope of Services (2 pages)
- B-3. CDBG Program Requirements (8 pages)

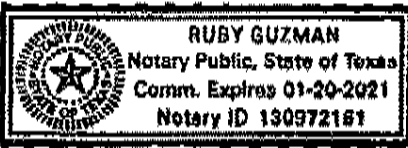
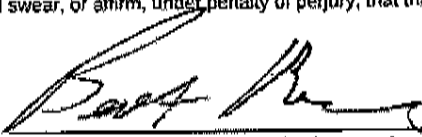

CERTIFICATE OF INTERESTED PARTIES		FORM 1295 <small>1 of 1</small>																																															
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING																																															
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Rodriguez and Associates Houston, TX United States		Certificate Number: 2017-262181 Date Filed: 09/18/2017 Date Acknowledged:																																															
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Sugarland		3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. PY 2017 CDBG Consulting / Administration																																															
4		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 45%;">Name of Interested Party</th> <th rowspan="2" style="width: 30%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 25%;">Nature of interest (check applicable)</th> </tr> <tr> <th style="width: 12.5%;">Controlling</th> <th style="width: 12.5%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)		Controlling	Intermediary																																								
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5 Check only if there is NO Interested Party. <input checked="" type="checkbox"/>																																																	
6 AFFIDAVIT																																																	
		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.  _____ Signature of authorized agent of contracting business entity																																															
AFFIX NOTARY STAMP / SEAL ABOVE																																																	
Sworn to and subscribed before me, by the said <u>Benny Rodriguez</u> , this the <u>19th</u> day of <u>September</u> , 20 <u>17</u> , to certify which, witness my hand and seal of office.																																																	
 _____ Signature of officer administering oath		<u>Ruby Guzman</u> _____ Printed name of officer administering oath																																															
_____ Title of officer administering oath		<u>Notary Public</u> _____ Title of officer administering oath																																															

Exhibit A-2

STATE OF TEXAS - HOUSE BILL 89 VERIFICATION

I, Benny Rodriguez, the undersigned representative of
(Person name)

Rodriguez and Associates

(Company or Business name)

hereafter referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract for goods or services with the above-named Company, business or individual with City of Sugar Land.

Pursuant to Section 2270.001, Texas Government Code:

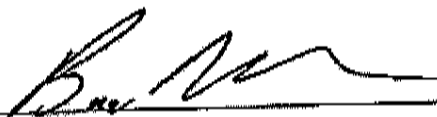
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

09/18/2017

DATE

Owner

POSITION / TITLE



SIGNATURE OF COMPANY REPRESENTATIVE

Exhibit A-3



Rodriguez and Associates

Help Building Better Communities

Benny Rodriguez

Principal
5330 Griggs Road
Suite A112
Houston, TX 77021
Telephone — 281-748-1513
Fax - 281-657-7069
Email: BennyRodriguez@yahoo.com

July 15, 2017

Stacie Henderson
Assistant Director
Environmental & Neighborhood Services
City of Sugar Land
2700 Town Center Blvd. North
Sugar Land, Texas 77479

Subject: Administrative Consulting Services

Please accept the following as a quote for administering the City's Community Development Block Grant Program (CDBG) in Program Year 2017. Rodriguez and Associates (RNA) proposes to provide program administration services as outlines in Attachment A for the amount of \$50,000. This is under the CDBG allowed program administration cap of 20%. A more detailed Schedule of Service to be Provided (Attachment B) will be developed by the City and RNA at a later date.

We appreciate your consideration and the trust bestowed on Rodriguez and Associates and we look forward to assisting the City of Sugar Land provide excellent services in your CDBG program.

Benny Rodriguez
Benny Rodriguez
Principal

Attachment A

Scope of Services to be Provided

RNA will perform the following tasks as to fulfill the program requirements associated with the Community Development Block Grant (CDBG):

1. Planning and Program Development – Review, assess, and assist in project planning for upcoming CDBG program years.
2. Prepare 2018 Action Plan and 2017 Consolidated Annual Performance & Evaluation Report (CAPER) and close-out documentation upon completion of the program year.
3. Perform Contract Development
4. Prepare and maintain Environmental Review functions and records
5. File Management as required by CDBG regulations and City of Sugar Land Policies
6. Meetings & Public Involvement in accordance to Citizen Participation Plan requirements
7. Program Implementation for Program Year 2017
8. Monitoring sub recipients and assisting in preparation of HUD Monitoring and Audits
9. Meeting and Reporting on Labor Standards and Section 3
10. Reporting as needed
11. Financial Management in accordance to Local and Federal Requirements
12. Data Management in IDIS
13. Project Management in accordance to written agreements
14. Acquisition as applicable
15. Mapping for reports and documenting accomplishments
16. General Administration of CDBG Program and Activities
17. Develop Policies & Procedures as appropriate
18. Make any changes to Consolidated Plan or any of its sections as need arises

Attachment B**Schedule of Services to be Provided**

ACTIVITY	DATE
Initiate Review of Existing Consolidated Plan and related documents	October 2017
As needed Prepare, Amend, and Submit/Re-Submit 2017 CAPER	October - December 2017
Assist in Soliciting, Preparing and Evaluating RFP for 2018 Funding	February - April 2018
Monitor Existing Sub-Recipients	April - May 2018
Assist in Holding Public Hearings and Preparing PY2018 AAP	May-July 2018
Prepare Close-Outs	October 2018

Exhibit B-1**REQUIREMENTS FOR ALL INSURANCE DOCUMENTS**

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Sugar Land accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Sugar Land shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement**.
- C. All insurance policies shall be endorsed to the effect that The City of Sugar Land will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Sugar Land as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Sugar Land of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Sugar Land.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. The Worker's Compensation policy shall include the All States Endorsement for construction contracts.
- N. Defense costs must be excluded from the face amount of the General Liability and Auto Liability policies.
- O. Upon request, Contractor shall furnish The City of Sugar Land with certified copies of all insurance policies.
- P. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Sugar Land within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Sugar Land, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Sugar Land. The certificate of insurance and endorsements shall be sent to:

**City of Sugar Land
Purchasing Office
P. O. Box 110
Sugar Land, TX 77487-0110**

**emailed to: purchasing@sugarlandtx.gov
Faxed to: 281 275-2741**

Questions, please contact Todd Reed, Purchasing Manager, City of Sugar Land 281 275-2734

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

City Staff shall determine the appropriate level of risk and assign the insurance requirements based on that risk. All

Insurance Documents will be reviewed by Purchasing and Risk.

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation Statutory limits, State of TX.

☒ Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

☒ Commercial General Liability:

	<input type="checkbox"/> Very High/High Risk	<input type="checkbox"/> Medium Risk	<input checked="" type="checkbox"/> Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

☒ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<input type="checkbox"/> Very High/ High Risk	<input type="checkbox"/> Medium Risk	<input checked="" type="checkbox"/> Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

☐ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers

Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: not required

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

☒ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of

Sugar Land) Limit is 100% of insurable value, replacement cost basis

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

☐ Other Insurance Required: None

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

EXHIBIT B-2
CDBG SCOPE OF SERVICES

- a. Planning and Program Development – Review and assess the City’s CDBG program. Assist in project planning for upcoming program years, including required CDBG plan development (i.e. Annual Action Plans, the Consolidated Plan, the Fair Housing Plan, etc.). Prepare the Annual Action Plan for the upcoming program year. Activities included in the preparation of the Annual Action Plan may include, but are not limited to, assisting in obtaining source data and public input, drafting the subrecipient grant application/request for proposal, conducting a pre-proposal workshop for subrecipient agencies, reviewing submitted applications/proposals for activity eligibility and application completeness, preparing subrecipient funding recommendations, drafting submittal documentation for subrecipient agencies to resubmit revised scopes and budgets, and serving on the Application Review Committee. Prepare the Consolidated Annual Performance & Evaluation Report (CAPER) and close-out documentation upon completion of the program year.
- b. Contract Development - Assist the City in the development of subrecipient, engineering/design, and construction contracts related to the CDBG program.
- c. Environmental Review – Prepare the City’s annual Environmental Review Record and request for release of funds documentation.
- d. File Management – Provide assistance in setting up and maintaining the program files to adequately demonstrate compliance with all pertinent CDBG requirements. Monitor project files throughout the program to ensure they are complete and that all necessary documentation is being retained in the City’s files.
- e. Meetings & Public Involvement – Attend and represent the City of Sugar Land’s CDBG program at meetings as requested by City staff. Draft all public notices. Prepare for and conduct public hearings/meetings as required. Assist city staff in ensuring that citizen participation requirements and program education goals are met.
- f. Program Implementation – Assist in the development of protocols and processes for implementation according to the City’s policy decisions for the program. Propose and implement program and documentation modifications, as necessary.
- g. Monitoring – Conduct monitorings of all CDBG subrecipient agencies each program year as required in the City’s CDBG Policies and Procedures; first-time activities and activities that may be considered to have a high risk of noncompliance may undergo a more frequent monitoring schedule. Ensure that CDBG funds are being properly managed.
- h. Labor Standards – Assess the applicability of labor standards to the City’s CDBG program, and if applicable, ensure that activities comply with labor standard regulations during the implementation of the program. Activities to ensure compliance may include but are not limited to program monitoring/interviews and documentation development.
- i. Reporting – Prepare reports/documentation as required by the U.S. Department of Housing and Urban Development (HUD). These documents may include, but are not limited to, the

Fair Housing Plan and Analysis of Impediments, the Semi-Annual Labor Standards Enforcement Report, the Section 3 Report, and applicable CDBG forms. Assist city staff with updates to the City's CDBG Policies and Procedures as needed.

- j. Training and Technical Assistance – Provide technical assistance to potential subrecipients in filling out applications for their proposed projects. At the beginning of each program year, assist City staff in conducting training for subrecipients regarding the completion of reimbursement requests and CDBG reporting requirements. Provide training and technical assistance to the subrecipient agencies as needed. Provide technical assistance to the City as needed. Attend required workshops or meetings. Assist in HUD audit preparations and proceedings as requested by City staff.
- k. Financial Management – Ensure that the City has an acceptable financial management system as it pertains to finances of the CDBG program. Review reimbursement requests in accordance with the City's CDBG Policies and Procedures. Work with subrecipients to revise reimbursement requests, as needed, to provide correct and complete documentation to the City for approval and payment. Work with subrecipients to complete program year closeout activities. Coordinate with City staff to complete the closeout and reconciliation of accounts.
- l. Data Management – Maintain IDIS files, including system set-up, data entry, data management, and project closeout.
- m. Project Management – Monitor the contract performance of engineering firms, construction contractors, and subrecipient agencies with respect to project costs, schedules, and performance.
- n. Acquisition – If applicable to the program, assist the City in complying with regulations governing land acquisition.
- o. Mapping – Assist in the preparation of GIS based maps for inclusion in report documentation.
- p. General Administration – The above activities notwithstanding, provide general assistance, as appropriate, and when needed, to ensure that the CDBG program is performed and completed in a timely and competent manner. Responsibilities in this area shall include, but are not limited to, preparation of miscellaneous reports, correspondence and file documentation, meetings with various persons and agencies, and coordination specifically in response to requirements and requests of the U.S. Department of Housing and Urban Development.

EXHIBIT B-3**CDBG PROGRAM REQUIREMENTS****ADMINISTRATIVE REQUIREMENTS****A. Financial Management**

The GRANT ADMINISTRATOR shall adhere to generally accepted accounting principles and procedures and maintain all source documentation for all costs incurred under this Agreement.

B. Record-Keeping, Reports, and Audits**1. Records to be maintained**

The GRANT ADMINISTRATOR shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Financial standards, as required by 24 C.F.R. § 570.502; and
- b. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

2. Retention

The GRANT ADMINISTRATOR 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 after final disposition of such property.

3. Reports

The GRANT ADMINISTRATOR, at such times and in such forms as the PROGRAM ADMINISTRATOR may require, shall furnish the PROGRAM ADMINISTRATOR with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

4. The GRANT ADMINISTRATOR shall cooperate fully with any audit, review, or investigation of the CDBG Program by HUD or any state or federal body lawfully conducting such audit, review or investigation and shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Department, the Auditor of the State of Texas, or any of their duly authorized representatives, access to and the right to examine

all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the GRANT ADMINISTRATOR pertaining to this Agreement. The GRANT ADMINISTRATOR agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act.

GENERAL REQUIREMENTS

A. Civil Rights

1. Compliance

The GRANT ADMINISTRATOR 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; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The GRANT ADMINISTRATOR 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. PROGRAM ADMINISTRATOR shall provide the GRANT ADMINISTRATOR with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

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

B. Affirmative Action

1. Approved Plan

The GRANT ADMINISTRATOR agrees that it shall be committed to carry out, pursuant to PROGRAM ADMINISTRATOR'S specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. PROGRAM ADMINISTRATOR shall provide Affirmative Action guidelines to the GRANT ADMINISTRATOR to assist in the formulation of such program, upon request.

2. Women/Minority Business Enterprise

The GRANT ADMINISTRATOR shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The GRANT ADMINISTRATOR 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 GRANT ADMINISTRATOR shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the GRANT ADMINISTRATOR'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 GRANT ADMINISTRATOR shall, in all solicitations or advertisements for employees placed by or on behalf of the PROGRAM ADMINISTRATOR, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The GRANT ADMINISTRATOR shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The GRANT ADMINISTRATOR's written procedures should provide for employees or participants to contact THE CITY OF SUGAR LAND only after the complainant has exhausted the GRANT ADMINISTRATOR's internal procedures. The GRANT ADMINISTRATOR shall notify all

employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach THE CITY OF SUGAR LAND. The GRANT ADMINISTRATOR shall immediately notify THE CITY OF SUGAR LAND of all grievances or complaints received by the GRANT ADMINISTRATOR.

C. Labor Standards

1. 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.

2. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the PROGRAM ADMINISTRATOR 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 GRANT ADMINISTRATOR is prohibited from using CDBG funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

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

3. Lobbying

The undersigned certifies to the best of its knowledge and belief that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an department or employee of an agency, a member of congress, an department 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.
- b) 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 department or employee of any agency, a member of Congress, an department or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form – LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

This certification is a material representation of which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

E. False Claims

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

F. Conflict of Interest

1. GRANT ADMINISTRATOR will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No

employee, officer, or agent of the GRANT ADMINISTRATOR shall participate in 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. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The GRANT ADMINISTRATOR's officers, employees, or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

The GRANT ADMINISTRATOR shall comply with Chapter 171, Texas Local Government Code and 24 C.F.R 570.489(b) of the Federal regulations.

No covered person specified in Subsection 1 of this Section F, who exercise or have exercised any function of responsibilities with respect to the activities assisted under this contract or any other CDBG contract or who are in position to participate in the decision making process or gain inside information in regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom with they have family or business ties during their tenure or for one 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.

G. Subcontracts

1. Approvals

The GRANT ADMINISTRATOR may not subcontract any of its duties or obligations under this Agreement without the express written consent of the PROGRAM ADMINISTRATOR. The PROGRAM ADMINISTRATOR shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a GRANT ADMINISTRATOR.

2. Monitoring

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

3. Content

The GRANT ADMINISTRATOR 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.

H. Public Contact

Contact with the news media, citizens or governmental agencies shall be the responsibility of the PROGRAM ADMINISTRATOR. The PROGRAM ADMINISTRATOR may engage the GRANT ADMINISTRATOR in Program outreach efforts to facilitate the development and implementation of the Program. The GRANT ADMINISTRATOR may not make any statement, provide any information, or have any other contact with the media without the consent of the PROGRAM ADMINISTRATOR.

I. Termination With Cause

The PROGRAM ADMINISTRATOR may terminate this Agreement for cause, in whole or in part, if the GRANT ADMINISTRATOR fails to comply with any term of this Agreement or with any of the rules, regulations, or provisions referred to herein. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the Agreement. Further, if the PROGRAM ADMINISTRATOR has cause to believe that the GRANT ADMINISTRATOR is in noncompliance with this Agreement or any applicable rules and regulations, the PROGRAM ADMINISTRATOR may withhold up to twenty-five (25) percent of said Agreement funds until such time as the GRANT ADMINISTRATOR is found to be in compliance by the PROGRAM ADMINISTRATOR, or is otherwise adjudicated to be in compliance.

J. Partial Terminations

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

K. Breach of the Agreement

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

L. Close-out

The GRANT ADMINISTRATOR's obligation to the PROGRAM ADMINISTRATOR shall not end until all closeout requirements are completed to the satisfaction of the PROGRAM ADMINISTRATOR. 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 PROGRAM

ADMINISTRATOR of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

M. Reversion of Assets

Upon expiration or termination of the term of this Agreement, the GRANT ADMINISTRATOR shall transfer to the PROGRAM ADMINISTRATOR any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

N. No Third Party Beneficiaries

It is specially agreed and understood that this is an agreement between the PROGRAM ADMINISTRATOR and GRANT ADMINISTRATOR and that there are no third party beneficiaries who may assert any rights against PROGRAM ADMINISTRATOR under this Agreement.

O. Agreement Requirements

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