

**AGREEMENT BETWEEN WILLIAMSON COUNTY
AND OPERATION LIBERTY HILL
FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FISCAL YEAR 2024 FUNDING**

THIS AGREEMENT, entered into this ____ day of _____, 2025, by and between Williamson County ("County"), and Habitat for Humanity of Williamson County ("Subrecipient");

WHEREAS, the County is the recipient of Community Development Block Grant (CDBG) funds granted by the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301) and under the 1990 National Affordable Housing Act (Public Law 102-550); and

WHEREAS, the County wishes to utilize CDBG funds to assist Subrecipient in providing temporary housing in local motels for those experiencing homelessness during extreme weather.; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I

1. PURPOSE AND SCOPE OF SERVICES:

- A. Subrecipient will perform the services described in Exhibit A attached to this Agreement pursuant to the project description, timeline and budget.
- B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.
- C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the schedule described in Exhibit A. The schedule for performance is subject to change by mutual agreement of both parties in writing.

3. **PROPOSED PROJECT BUDGET**

See attached budget in Exhibit A.

4. **Objective and Outcome Statement: Affordability for the purpose of providing decent affordable housing.**

5. **Project Indicators:**

Indicators will be requested of the Subrecipient by the Williamson County Community Development Administrator and could include but is not limited to such items as amount of money leveraged; number of persons, households, businesses, unit or beds assisted, as appropriate; income levels of persons or households; race, ethnicity, and disability data. Subrecipient agrees to fulfill the Community Development Administrator's request in a reasonable time but not to extend past 15 days after request.

6. **COMPENSATION AND METHOD OF PAYMENT:**

The County shall pay and Subrecipient agrees to accept in full \$20,000 (Grant Amount – Twenty Thousand Dollars and no/100) (hereinafter "Grant") for performance under this Agreement, as follows:

- A. Based on the approved budget, partial payments shall be made upon presentation of (i) architect's Certificates for Payment for applicable labor and construction materials and supplies purchased or billed from the contractor for progress payments for project work completed, and/or (ii) purchase agreements, invoices, executed lien waivers, and other supporting documents covering all amounts to be paid, and/or (iii) time sheets and other source documents. Payments will be made for eligible expenses actually incurred by Subrecipient, and not to exceed actual cash requirements.
- B. All payments under this agreement are subject to receipt by the County of sufficient federal funds for the CDBG program. CDBG funds shall be drawn from the U.S. Treasury by the County through the Integrated Disbursement and Information System (IDIS). The County shall retain exclusive direct access rights to the IDIS system. All access to the IDIS system will be by duly authorized persons designated by the County as approved by HUD. Any termination, reduction or delay of receipt of CDBG funds to the County shall, at the sole option of the County, result in the termination, reduction or delay of CDBG funds to the subrecipient.
- C. Subrecipient shall not hold funds. Any funds not immediately disbursed by the subrecipient shall be returned to the County and will be deposited in the U.S. Treasury, CDBG Trust Account. Any interest earned on cash advances from the U.S. Treasury and/or County of less than one hundred dollars (\$100.00) per year may be retained by the subrecipient and used for project expenses. Any interest in excess of one hundred dollars (\$100.00) per year shall be remitted promptly to the County.
- D. Subrecipient shall report all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this

Agreement. The use of program income by Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

7. **TERMS AND CONDITIONS:**

- A. Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the funds provided under this Agreement.
- B. The County shall have no responsibility or liability for the maintenance, operation or program funding for Subrecipient.
- C. 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. Subrecipient shall at all times remain independent with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.
- D. During the period of this Agreement, effective as of the start of the Project, the Subrecipient and/or contractor and/or subcontractor performing any portion of the work on the Project that involves any construction trade (hereinafter collectively referred to in this provision as "Construction Trade Participant(s)") shall, at their own expense, procure and maintain all-risk property damage and liability insurance. For the term of this Agreement, Construction Trade Participant(s) shall list the County as an additional insured on said all-risk property damage and liability insurance. Property damage coverage shall not be less than the current market value of the property. Liability coverage shall include contractual insurance as well as comprehensive form insurance and shall provide coverage of not less than \$1,000,000 bodily injury per person, \$1,000,000 bodily injury per occurrence, and \$500,000 property damage. Subrecipient, on behalf of itself and on behalf of any other Construction Trade Participant(s), shall furnish the County with a certificate of insurance before any work is started by any such party. The certificate of insurance shall include a statement guaranteeing that the insurance policy shall not be cancelled, non-renewed or materially changed without thirty (30) days advance written notice being given to the Community Development Administrator. Construction Trade Participant(s) shall provide Workers' Compensation Insurance coverage as required by Texas law for all employees involved in the performance of this Agreement. The insurance company providing the insurance must be licensed to do business in the State of Texas and rated as A or better by A.M. Best. The Subrecipient hereby acknowledges and agrees that it shall be the responsibility of the Subrecipient to ensure that all Construction Trade Participant(s) comply with the herein stipulated minimum insurance requirements. Furthermore, the Subrecipient hereby agrees to include and require that the language of this provision be included in all contracts or subcontracts relating to the Project.

E. Until at least the date determined in Exhibit A of this Agreement (Monitoring Period), Subrecipient shall fulfill its stated purpose in a manner satisfactory to the County as outlined in Exhibit A (Project Description and Scope of Services) of this Agreement and provide continued service. All records and public information created in connection with this Agreement or the Project shall be retained by Subrecipient until at least the date determined in Exhibit A (Monitoring Period).

F. In the event Subrecipient discontinues its services and/or the Project funded under this Agreement prior to the date determined in Exhibit A (Monitoring Period) of this Agreement, the value of the pro-rated portion of real and personal property (tangible and intangible) secured with the CDBG funds, if applicable, under this Agreement shall revert to the County. If said property has been disposed of, then the County will be reimbursed in the amount of the current fair market value of the property less any portion of the fair market value attributable to non-County CDBG funds. (Personal property includes, but is not limited to, equipment, furnishings, and vehicles.)

G. Except as provided herein, the terms of this Agreement shall be effective from the date of execution through and including the date determined in Exhibit A of this Agreement (Monitoring Period).

PART II

1. PERFORMANCE AND REPORTING:

A. Subrecipient shall direct all notices, reports, insurance policies, and other communications related to or required by this Agreement to the office of the Williamson County Community Development Administrator, 710 Main Street, Ste 101 Georgetown, TX 78626. Notice by both Subrecipient and County shall be given by ordinary mail. All reports shall comply with relevant state and federal regulations, including but not limited to 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. Until the completion of the Project and expenditure of all CDBG funds disbursed under this Agreement, Subrecipient shall submit monthly reports describing progress of the project activities.

C. Not later than date determined in Exhibit A of this Agreement (Project Completion Date), Subrecipient shall provide the County with a Certified Statement of the Expenditure of Funds disbursed under this Agreement.

D. Following completion of the Project, Subrecipient shall submit annual reports by the first day of October of each contract year until the date determined in Exhibit A (Monitoring Period) of this Agreement. The annual report shall, at a minimum, include statistics pertaining to the number, race, disability, household income, household size and place of residence of clients served at Subrecipient's Facility.

- E. No reporting requirements shall extend beyond the date determined in Exhibit A of this Agreement (Monitoring Period).

2. OTHER REPORTS, AUDITS AND INSPECTIONS:

- A. Subrecipient shall promptly furnish the County or HUD with such statements, records, data and information as the County or HUD may reasonably request pertaining to this Agreement.
- B. During the term of this Agreement, any time during normal business hours, Subrecipient shall make available to the County, HUD and/or the Comptroller General of the United States, or their duly authorized representatives, all of Subrecipient's records in order to permit examination of any audits, invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this Agreement.
- C. Subrecipient shall retain financial records, supporting documents, statistical records, and all other records pertaining to expenditures under this Agreement until the date determined in Exhibit A.

3. ADMINISTRATIVE REQUIREMENTS AND AUDIT REQUIREMENTS:

A. Financial Management

1. Accounting Standards

Subrecipient agrees to comply with Subpart E of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 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. All financial transactions and documentation must comply with the audit requirements in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Procedures for Accounts Payable, Purchasing, and other accounting functions must meet all standards established by the Williamson County Auditor, and Subrecipient will provide any reports required by those standards.

2. Uniform Administrative Requirements

Subrecipient will comply with 24 CFR 570.502, Applicability of Uniform Administrative Requirements, Section (a), recipients and subrecipients that are governmental entities (including public agencies) and Section (b), subrecipients, except subrecipients that are governmental entities.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Audit Requirements

Subrecipient agrees to comply with the Williamson County Community Development Block Grant Audit Requirements attached as Exhibit B to this Agreement.

Subrecipients shall comply with the requirements and standards of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit a Financial Report.**

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. **Grant funds will automatically be forfeited if the SUBRECIPIENT fails to submit an audit within the allotted time.**

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal funds (all sources), then they are exempt from Single Audit requirement for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, as listed in 24 CFR Part 85.42.

4. Cost Principles

Subrecipient shall administer its program in conformance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards, as applicable, for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to Be Maintained

Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program; and
- d. Financial records as required by 24 CFR 570.502, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. Client Data

Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to a signed and dated verification of income statement, or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

3. National Objectives

Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement benefit low/moderate income persons, as defined in 24 CFR 570.208.

C. Procurement

1. Compliance

Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement. As necessary, the procurement procedures and related documents involving all purchases with grant funds are subject to review and oversight by the County's Contract Audit, Legal, and Purchasing Department.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Procurement Standards, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property. Copies of said circulars are provided and by execution of this Agreement, Subrecipient acknowledges their receipt.

D. Amendments

The County or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing and signed by a duly authorized representative of both organizations.

4. NON-DISCRIMINATION:

No person shall be excluded from or denied the benefits of Subrecipient's service on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective project beneficiaries must, however, be persons in need of the programs provided by Subrecipient.

5. SECTION 504 COMPLIANCE:

No otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. This includes, but is not limited to, programs and/or activities related to housing, employment, and the delivery of services.

6. EQUAL EMPLOYMENT OPPORTUNITY, FAIR HOUSING AND DRUG-FREE WORKPLACE:

The subrecipient certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable HUD regulations pertaining to equal opportunity and affirmative action in employment. Further, the SUBRECIPIENT shall ensure that all contracts for work under this Agreement contain appropriate equal employment opportunity statements.

SUBRECIPIENT shall comply with all provisions of 24 CFR Part 100-115, which implement the Fair Housing Act. This Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status.

In addition, SUBRECIPIENT certifies it will provide a drug-free workplace as defined in 24 CFR Part 24, subpart F and/or follow the requirements of 24 CFR 92.350.

7. **SECTION 3:**

Subrecipient agrees to comply with Section 3 requirements, the regulations set forth in 24 CFR 135, and to include the following language in all subcontracts executed under this Agreement:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contract is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. **WOMEN AND MINORITY-OWNED BUSINESS ENTERPRISES:**

Subrecipient will use its best efforts to afford minority and women-owned business enterprises (at least fifty-one (51) percent owned and controlled by minority group members or women) the maximum practicable opportunity to participate in the performance of this Agreement.

9. **LABOR:**

Construction projects funded under the CDBG program in excess of \$2,000 shall comply with the labor provisions outlined in 24 CFR 570.603. Subrecipient will comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5). Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The Subrecipient agrees to adhere to said provisions and will not use suspended or debarred contractors.

10. **ENVIRONMENTAL ASSESSMENT AND HISTORIC PRESERVATION:**

Subrecipient shall assist the County in complying with all applicable environmental assessment and historic preservation requirements of HUD and the State Historic Preservation Officer of Texas.

11. **LEAD-BASED PAINT POISONING PREVENTION:**

Subrecipient shall comply with requirements of Section 302 of the Lead-Based Paint Poisoning Prevention Act and HUD regulations thereunder (24 CFR Part 570) insofar as they apply to the performance of this Agreement.

12. **ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS (570.613):**

1. Restriction The subrecipient agrees to comply with 24 CFR 570.613, which states that certain newly legalized aliens, as described in 24 CFR part 5 subpart E are not eligible to apply for benefits under covered activities funded by the County's CDBG programs. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities funded through the County's CDBG programs. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

2. Covered Activities "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:

- a. Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
- b. Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

3. Limitation on Coverage

The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this agreement.

4. Compliance

Compliance can be accomplished by the subrecipient obtaining certification as provided in 24 CFR part 5 subpart E evidencing citizenship or eligible immigration status.

13. **TERMINATION OF AGREEMENT FOR CAUSE:**

If Subrecipient fails to fulfill its obligations under this Agreement in a timely and proper manner, or if Subrecipient violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to Subrecipient of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. The County shall be obligated to make no payment due hereunder after it gives said notice unless the defaults are remedied with said 30-day period. In the event of such termination, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amounts that have been disbursed to Subrecipient prior to such termination.

14. **TERMINATION OF AGREEMENT FOR CONVENIENCE:**

This Agreement may be terminated in whole or in part upon the mutual agreement of the parties hereto, in which case the County and Subrecipient shall agree upon the termination conditions, including the effective date, the disposition of contract amounts, and in the case of partial termination, the portion to be terminated. However, if, in the case of partial termination, the County determines that the remaining portion of the award will not accomplish the purposes for which the award was made, and the award is terminated in its entirety, Subrecipient shall promptly repay to the County the full grant amount or that portion of the amount which has been disbursed to Subrecipient prior to such termination.

15. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS:**

- A. No member 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 to arise herefrom.

- B. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Project to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.
- C. No federal funds appropriated under this Agreement shall be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress or any federal agency 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 agreement.
- D. 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 agreement, Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- E. Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipients and that all sub-Subrecipients shall certify and disclose accordingly.

16. **CONFLICT OF INTEREST:**

Subrecipient covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services to be undertaken through this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having such an interest shall be employed by Subrecipient.

17. **GRANTOR RECOGNITION:**

All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as CDBG funded. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

18. **ASSIGNABILITY:**

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

19. **HOLD HARMLESS PROVISION:**

Subrecipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of Subrecipient's employees or agents during the performance of this Agreement.

20. **SEVERABILITY CLAUSE:**

If any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable, this Agreement shall be deemed severable and the remainder of the Agreement shall remain in full force and effect.

21. **LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:**

The County shall not be liable to Subrecipient, or to any party, for completion of or failure to complete any improvements which are parts of the Project. Nothing contained in this Agreement, nor any act or omission of the County or Subrecipient, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of Subrecipient's involvement with the County.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this _____ day of _____, 2025.

Williamson County, Texas

By: _____

Steve Snell
County Judge/Presiding Officer

LIMITATIONS OF COUNTY LIABILITY - DISCLAIMER OF RELATIONSHIP:

ACKNOWLEDGMENT
STATE OF TEXAS)
SS:)
WILLIAMSON COUNTY)

On this _____ day of _____, 2025, before me, Andrea Schiele, a Notary Public in and for said State, personally appeared Steve Snell, to me personally known, who being by me duly sworn, did say that he is the County Judge of said County executing the within and foregoing instrument that the seal affixed hereto is the seal of said County, and that the said Steve Snell acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by him voluntarily executed.

Notary Public in and for Williamson County, Texas

Operation Liberty Hill
Subrecipient

By:

Regina O'Brien
Program Director

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF TEXAS

WILLIAMSON COUNTY

)
) SS:
)

On this 12th day of May, 2025, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared

REGINA O'BRIEN and _____, to me personally known, who being by me duly sworn, did say that they are the PROGRAM DIRECTOR and _____, respectively, of Operation Liberty Hill executing the foregoing instrument; that the seal affixed hereto is the seal of said organization; that the instrument was signed on behalf of the organization by proper authority; that

REGINA O'BRIEN and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the organization, by it and by them voluntarily executed.

Carole Capps
Notary Public in and for the State of Texas

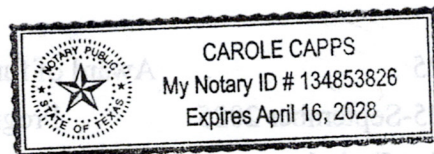


EXHIBIT A

TO AGREEMENT BETWEEN WILLIAMSON COUNTY AND OPERATION LIBERTY HILL FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FISCAL YEAR 2024 FUNDING

1. PROJECT DESCRIPTION AND SCOPE OF SERVICES:

A. Subrecipient will utilize CDBG funds provide temporary housing in local motels for those experiencing homelessness during extreme weather.

B. Upon request, the County will provide technical assistance to the subrecipient concerning compliance with the terms of this Agreement. The subrecipient shall be responsible for all bidding procedures and subcontractual arrangements. All procedures shall be carried out in accordance with all Federal, State and local standards, and shall be monitored by the County.

C. The Project shall be completed in compliance with all applicable state and local codes. Upon completion, this Project shall be operated in compliance with all applicable federal, state and local laws. Subrecipient agrees the funding shall be used solely for the purpose of costs as detailed in Part I.1.A. of this Agreement.

2. TIME OF PERFORMANCE:

Subrecipient shall perform according to the following schedule:

Program Element

- | | |
|----------------------------|--|
| 1. May 2025 | Award of funds and contract with Williamson County |
| 2. May 2025-September 2025 | Program Implementation |
| 3. Monitoring Period | To be determined based on statement below |

Records are to be retained for four years from the date of submission of the County's CAPER in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the four year period. In such cases, the records must be retained until completion of the action and

resolution of all issues which arise from it or the end of the regular four year period, whichever is longer.

3. PROPOSED PROJECT BUDGET (see attached HUD budget):

	<u>CDBG Amount</u>	<u>Subrecipient Amount</u>
A. <u>Program Implementation</u>	\$20,000	
B. <u>Eligible equipment (as outlined in 24 CFR 570.207(1))</u>		
C. <u>Engineering, planning & administrative costs</u>		
D. <u>Property Acquisition</u>		
CDBG Grant/Loan	\$20,000	

EXHIBIT B

Williamson County Community Development Block Grant Audit Requirements

Williamson County Subrecipients will adhere to the following guidelines with regards to audit requirements:

Subrecipient agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Subrecipient agrees to furnish County with a current Financial Report (financial statements) within six (6) months from the end of its fiscal year covering the period of this Agreement that includes detailed receipts and disbursement of payments to Subrecipient hereunder. Future and unused grant funds will automatically be forfeited if the Subrecipient fails to submit a Financial Report.

However, if Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds (all sources), Subrecipient must, within nine (9) months from the end of its fiscal year, supply County with a single audit and is required to submit their audit report to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after the receipt of the auditor's report, or within 9 months after the end of the audit period. Grant funds will automatically be forfeited if the Subrecipient fails to submit an audit within the allotted time.

If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) a year in federal funds (all sources), then they are exempt from the Single Audit requirements for that year; however, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity and the General Accounting Office.

If applicable, Subrecipient is required to submit a 990 Tax Return (Return of Organization Exempt from Income Tax) for the most recent fiscal year within six (6) months if submitting a Financial Report or within nine (9) months if submitting a Financial Audit. If the Subrecipient is not classified as an exempt entity as defined in 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the Subrecipient will not be awarded grant funds.

If applicable, Subrecipient agrees to cooperate with County relating to any inquiries regarding the Financial Audit or Financial Report and Subrecipient acknowledges that a Financial Audit or Financial Report shall be provided to County at the expense of the Subrecipient. Financial Audit or Financial Report shall be available to County staff, and any and all applicable federal agencies, and be of unrestricted access, in accordance with 24 CFR Part 85.42 and 24 CFR Part 84.53 as applicable.

The Williamson County CDBG office will issue letters to remind Subrecipients of the audit requirements and request timely submission. Letters will be issued on or around January 5 of each year. If no response is received, a second letter will be issued on or around February 15 of each year. If no response is received, a third request will be made approximately two weeks following. If no response is received by March 15, a final notification will be issued advising the subrecipient of suspension of reimbursement and future funding pending receipt of requested information.

Failure to follow these guidelines could result in the forfeit of future Williamson County CDBG funds and/or repayment of Williamson County CDBG funds already utilized.

Upon receipt of the required audit documents, the Williamson County Community Development Block Grant office will do an initial review to identify findings that affect the Williamson County CDBG program or any cross-cutting findings that could affect future funding. The CDBG office will also request a review by the Williamson County Auditor's office.

In the event of a finding, Williamson County will issue a letter requesting additional information regarding the finding and the intentions of the Subrecipient to remedy the finding. Working with the Williamson County Auditor's office, the CDBG office will determine next steps to ensure that all federal, state, or local laws/statutes are met.

If a Subrecipient is unable to provide required audit documentation and has utilized CDBG funding, Williamson County will have the option to request repayment and recapture unused funds. If a Subrecipient is unable to provide required audit documentation and has not utilized CDBG funding, Williamson County will not issue funding until requirements are met or will reallocate funds to an alternate project if necessary.