



SOFTWARE DEVELOPMENT AND LICENSE AGREEMENT

This Software Development and License Agreement (the "Agreement") is entered into as of September 1, 2021 by Yes And LLC ("Yes&"), located at 5300 N Braeswood Blvd, Suite 4-689, Houston, TX 77096 and Brazoria County (the "User"), located at 111 E. Locust Street, Angleton, TX 77515.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Yes& and User agree as follows:

1. Scope of Services

YES& team will customize and implement a software solution that allows public health employees to track covid testing cases and contact tracing based on Appendix I.

2. Software License.

Yes& hereby grants to User a non-exclusive, non-transferable, limited license to use the Software related to User's public health business processes as set forth in this Agreement.

3. Restrictions.

User shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Yes&. The User may not use the Software for any use prohibited by law. This Agreement does not give User any intellectual property rights in the Software. The User agrees not to make any attempt to discover or obtain the source code for the Software. The User may not duplicate any part of the software and create User's own software.

4. Fee.

In consideration for the grant of the license and the use of the Software, User agrees to pay to Yes& \$210,000 as an implementation, software license, and administration fee based on Appendix I. Refunds are not applicable. Yes& will provide 3 admin logins and up to 20 communities licenses. More admin and communities logins, if needed, can be purchased for \$175 per login per month and \$15 per login per month respectively.

5. Facilities

The software includes facilities for managing public health services. Inclusion of other facilities and addition of modules is solely up to discretion by Yes&.

6. Warranty of Title.

Yes& hereby represents and warrants to User that Yes& is the owner of the Software or otherwise has the right to grant to User the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, User's sole remedy shall be to require Yes& to replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach.

7. Warranty of Functionality.

Yes& warrants that the Software shall perform in all material respects according to the Yes&'s specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, User shall promptly notify Yes&. User's sole remedy shall be that Yes& shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or on an operating environment not approved by Yes&.

8. Privacy & Use of Information & Data Security.

Yes& undertakes to ensure that our privacy policy is adhered to. Yes& only uses information in ways necessary to improve the software. Yes& acknowledge that User's clients' information will be kept strictly



confidential and that Yes& will not release User's clients' information to anyone for any reason, whatsoever.

9. Payment.

Payment of the license fee shall be made as set forth in this agreement in Appendix I. Payment of any other amount owed by User to Yes& pursuant to this Agreement shall be paid within thirty (30) days following invoice from Yes&. In the event any overdue amount owed by User is not paid following ten (10) days written notice from Yes&, then in addition to any other amount due, Yes& may impose and User shall pay a late payment charge as decided by Yes&.

10. Warranty Disclaimer.

YES&'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liability.

Yes& shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Yes& was advised of the possibility of such losses in advance. In no event shall Yes&'s liability hereunder exceed the amount of license fees paid by User, regardless of whether User's claim is based on contract, tort, strict liability, product liability or otherwise.

12. Notice.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to Yes&:
Yes And LLC
5300 N Braeswood Blvd, Suite 4-689
Houston, TX 77096

If to User:
Brazoria County
111 E. Locust Street
Angleton, TX 77515

13. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the province of the State of Texas

14. No Assignment.

Neither this Agreement nor any interest in this Agreement may be assigned by User without the prior express written approval of Yes&.

15. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

16. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.



17. Nondisclosure

During the term of this Agreement and thereafter, Yes& shall not, without the prior written consent of the User, disclose or use for any purpose (except in the course of his or her service under this Agreement and in furtherance of the business of the User) confidential information or proprietary data of the User, except as required by applicable law or legal process; provided, however, that "confidential information" shall not include any information known generally to the public or ascertainable from public or published information (other than as a result of unauthorized disclosure by the Yes&) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the User. The Yes& agrees to deliver to the User at the termination of his or her service, or at any other time that the company may request, all memoranda, notes, plans, records, reports and other documents (and copies thereof) relating to the business of the User which Yes& may then possess or have under his or her control.

18. Arbitration

This section left intentionally blank.

19. Termination.

User's license is terminated if the User violates this Agreement. User can terminate this Agreement at any time with 5-day notice to Yes&. Upon termination, the User must destroy all copies of the Software and related documentation.

20. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

21. Federal Clauses

In compliance with 2 CFR Part 200, the clauses in the attached Appendix 2 are incorporated into this Agreement. In addition, Yes& agrees to be bound by the Terms and Conditions of the attached Appendix 3 as a Recipient.

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the User by its duly authorized officer.

CONSULTANT
Yes&

USER
Brazoria County

Signature:

David Robertson

Name:

Principal Consultant

Title:

Date:

Signature:

Name:

Title:

Date:



APPENDIX I

Project Overview

Brazoria County needs to transition from the State of Texas Health Trace system (Salesforce) for tracking covid lab test results, case management, contact tracing and vaccine uptake. This project will involve creating a new system based on the Salesforce ecosystem that will allow Brazoria County to manage their Covid-19 response effectively and efficiently.

Technology Stack

- Salesforce –
 - Salesforce will be your overall database of record for all Covid-19 data.
- Salesforce Communities –
 - Salesforce Communities Portal will be a system that allows for a simplified and cost-effective approach for public health employees to effectively do their job by allowing the portal to read from Salesforce and update/create data in Salesforce.
- Data Loading scripts –
 - An architectural system that passes data from spreadsheets to salesforce. This is an enterprise system that makes the automation possible.
- Box –
 - Box is a HIPAA enterprise level file management system that works in conjunction with load scripts and Salesforce in a seamless fashion that allows for automation of lab data and any other types of data input.
- Geocod.io –
 - Geocode.io is the system that allows for pinpointing exact coordinates for addresses using FIPS. This allows for understanding whether individuals live inside or outside of the county. We will pass lab contact data or organizational data to geocod.io using a REST API (meaning we invoke this request directly in Salesforce. Each 'request' charges a small fee. Geocode.io will return with a fully normalized Address that we will update salesforce with. This is very powerful, as you can ascertain what county you are dealing with and the exact block you are dealing with (GIS). The discernments are done through something called a FIPS code. We pass no PII or HIPAA data to geocod.io (only addresses and a database id)
- Tableau –
 - Tableau is a business analytics (interactive reports and dashboards) tool that works seamlessly with Salesforce. It allows for external publishing, dashboard creation, and reporting to various groups. It has a world-class user interface for slicing and dicing data sets in a GIS visualization.



Project Scope

Data Modeling and Enterprise Systems Design

1. Create system architecture
 - a. Create map that explains each technology and its use
 - b. Architect each solution and software facet so that it best meets Brazoria County's needs
2. Setup and Build new Salesforce instance, Box instance, load scripts
 - a. Create and configure new instance based on needs (data modeling)
 - b. Create new app(s) for each team with custom interface (page layouts, list views, outline daily dashboards and reports, and other UI elements)
 - c. Identify and configure automations for streamlining business processes

Data Migration

3. Migrate Data from current systems
 - a. Extract data from current instance
 - b. Transform and normalize data to meet new system requirements
 - c. Load data into Salesforce

Lab Data Management (or other external data feeds)

4. Create autoloader for Lab data
 - a. Setup system to accept multiple lab data feeds into Salesforce with minimal data entry. System can support billions of data load transactions per year.
 - b. System will transform all viable permutations for biographical or testing type data to normalized agreed upon values. IE, M/Male/ML would be transformed to Male.
 - c. Setup system to notify Brazoria where lab data is malformed and cannot be transformed through automations.

Salesforce Community Portal

5. Create community portal for public health workers or any other group of contributors
 - a. Create portal that allows public health workers to go through business process(es) in web interface. Activities could include case management, vaccination review, break-thru case assessments, contact tracing and worker release forms.

Data Reporting Internal and External

6. Create dashboard/analytics connection for external reporting
 - a. Setup Tableau or other BI (Power BI) tool to allow for each external (outside of Brazoria Health District) automated reporting.
7. Create dashboard and reports for internal management
 - a. Customize reports to meet needs of staff and managers
 - b. Create executive- and tactical-level daily reports and dashboards



Process Automation Workflows

8. Customize algorithms to assign case load, manage duplicates, assign cases to households and GIS data to confirm county residency
 - a. Create system that creates and assigns cases in most appropriate manner
 - b. Create system that confirms county residency based on GIS address
 - c. Create system that reports out of jurisdiction cases.
 - d. Using known data points, create a system that will compute things like:
 - i. Auto-recover (for loss to follow-up cases), Hospitalization, Break-through cases, Re-infections, School infections (and school that child would be zoned too), worker release emails.
 - ii. We will support any other automation scripts if the data is existing in the system and the algorithm can be expressed.

Training and Continuous Improvement

9. Train management and public health workers on new system
 - a. Train all users on how to use new system and technologies
 - b. Train IT department or technical staff on architecture and how the software ecosystem works.
 - c. Transfer all knowledge on what is needed to operate the system
10. Iterate over automations, data management and reporting
 - a. Initial refinement of system after go-live
 - b. Create additional automations and workflows as needed
 - c. Support additional response initiatives that may arise

Timeline

- Now – September 30, 2021 -- Setup, Migration, and Customization of System by way of quick iterations
- September 27-30, 2021 -- Training of Staff
- Oct 1, 2021 -- Go Live on new system
- Oct 1 – Dec 31, 2021 -- Iterate, Improve, and Customize to Needs (including any other initiatives)
- Jan – Dec 2022 – Data Administration/Training/Knowledge Transfer (Up to 10 hours/month)

Implementation Cost

- \$185K – Implementation Fee
- \$12K – Software Licenses through December 2022
- \$13K – Database Administration Fee for 2022
- **\$210K – Total Cost for 2021-2022 Services and Software**



Commitment

We know that the scope of work for projects of this nature can rapidly change. We will commit to continuous work during this timeframe with you to make your business needs happen. During the time we work together, we will be happy to add or subtract parts of work within the covid response landscape (labs data processing, case management, vaccinations, and data metrics) at your discretion. For instance, if you identify a data repository that would help inform district public health decisions we would be happy to include that in the coming months – as we feel the frameworks and ecosystem is scalable to these types of requests. We know that traditional change requests and re-scoping of projects can dramatically slow progress and increase costs. We will do everything to avoid change requests and re-scoping. Further, we are committed to using Galveston County Health District’s implementation as a baseline for you – meaning everything they have currently is in scope for this bid. We will take special care that the implementation is transferable and scalable to other public health initiatives the district may encounter in coming year(s).

Additional Details

We take an iterative approach to our projects; we work interactively with you in “sprints” and take regular (often daily) feedback to optimize our development and train you on the system as it’s being built. This approach allows all project participants to move quickly and avoid expensive change requests. Further, it allows you to *see* and test what you are investing time and resources in and allow the team to quickly pivot *together* if needed – having something not work for you is not an option!

If for any reason Brazoria County decides to add more business processes/functions into the Salesforce ecosystem in 2022 or the future, we will be happy to discuss and price those projects separately on an as needed basis. We are committed to building a fully functional tool that meets your needs immediately and iterate on that during 2021. However, we know that your needs can evolve over time. We are committed to working through those with you when and if they happen.

About Yes&

Mission

Yes& is a nonprofit consulting firm that exists to empower organizations to transform the communities they serve. We have partnered with organizations in the nonprofit, healthcare, and government sectors on both strategy and technology projects that will help scale social impact.



Our Core Team

Aaron Godoy is a Principal Consultant at Yes&. Aaron has worked closely with nonprofits for over 7 years and is a certified Salesforce Application Architect. His experience spans numerous non-profit domains including health education, urban homelessness, global public health, and young adult workforce solutions. He specializes in data model architecture, systems integration, and custom user interfaces with a heavy emphasis on pristine user experience. Aaron holds a bachelor's degree from The University of Texas at Austin.

David Robertson is a Principal Consultant at Yes&. Dave has over 20 years of experience in the technology and nonprofit industries. His expertise includes building enterprise level architecture for financial systems, fundraising processes, marketing automation, and program measurement and evaluation processes. He has successfully helped multiple organizations grow and expand. Dave holds a bachelor's degree from Schreiner University.

Joe Small is a Principal Consultant at Yes&. He has over 10 years of experience in the nonprofit and higher education sectors including leading strategy for national nonprofit and working as a professor and assistant dean at a community college. He has overseen projects that include geographic expansion to new regions, multi-million-dollar strategic growth fundraising campaigns, organization-wide strategic plan adoption, and new program model development and implementation. His specialties include strategic planning, program innovation, growth fundraising, market research and analysis, and creating business processes. Joe holds a bachelor's degree from Drexel University and a master's degree from the University of Notre Dame.

I. Remedies:

“If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:

- (a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
- (b) Permanently withhold payments; and/or
- (c) Take any and all other remedies that may be legally available.

II. Access to Records and Record Retention

In accordance with 2 CFR 200.336, during the Agreement’s time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

In accordance with 2 CFR 200.333, Contractor shall provide to County all records pertinent to the Contract. County shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.

III. Debarment and Suspension

“Suspension and Debarment

(1) The contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

IV. Procurement of Recovered Materials:

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www3.epa.gov/epawaste/conservation/tools/cpg/index.htm>

The list of EPA-designate items is available at <http://www3.epa.gov/epawaste/conservation/tools/cpg/products/index.htm>

V. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific preapproval."

VI. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA, policies, procedures, and directives."

VII. No Obligation by Federal Government

"The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

VIII. Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

IX: Termination for Cause and Convenience

Termination with Cause:

"Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, Brazoria County may terminate this Agreement. Nevertheless, Brazoria County reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es)."

Termination Without Cause:

This contract may be terminated by either the County or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

X: Contract Work hours (Applies to contracts in excess of \$100,000)

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

XI: Clean Air Act and Federal Water and Pollution Control Act (Applies to contracts in excess of \$150,000)

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees that Brazoria County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to Brazoria County and understands and agrees Brazoria County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

XII: Byrd Anti-Lobbying (Applies to contracts in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. 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 officer or employee of an 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, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language 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.

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. Code. Any person who fails to file the required certification shall be subject to a civic penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclose, if any.

All requirements contained herein are acknowledged and accepted by vendor:

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Brazoria County 111 E. Locust, Rm 303 Angleton, Texas, 77515	DUNS Number: 040341430 Taxpayer Identification Number: 746000044 Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: **DocuSigned by:**

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Authorized Representative: Kaysie Stewart

Title: County Auditor

Date signed: 5/17/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - 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 Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient 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. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. 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.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. 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.
 - iv. OMB Guidelines to Agencies on Governmentwide 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.
 - v. Recipient 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.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. 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 basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. 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;
 - iii. 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 federal financial assistance;
 - iv. 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
 - v. 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.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information 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:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Brazoria County

5/17/2021

Recipient

Date

DocuSigned by:

Kaysie Stewart

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Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.