

Brazoria County, Texas

**AMERICAN RESCUE PLAN ACT (ARPA) PROGRAM
SUBRECIPIENT AGREEMENT**

Subrecipient Name	PEARLAND NEIGHBORHOOD CENTER
Name of Program	FOOD PROGRAM AND JOB ASSISTANCE PROGRAM
Subrecipient Unique Entity Identifier # (DUNS) or U.E.I.	LUTMJML6DDA1
Subrecipient SAMS Identifier #	SAME AS ABOVE
Period of Performance Start Date	DATE OF EXECUTED AGREEMENT
Period of Performance End Date	October 31, 2024
Amount of Federal Funds Obligated by this Agreement	\$99,500.00

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THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this ____ day of January 2024, by and between Brazoria County, Texas, hereinafter referred to as the “County” and the Pearland Neighborhood Center, hereinafter referred to as the “Subrecipient.” County and Subrecipient are sometimes each referred to as a “Party” and collectively “Parties.”

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Interim Final Rule 31 CFR 35.6(b)(7)

recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, the County has determined that it has the objective of providing these services to its residents; and

WHEREAS, the County has been awarded **\$72,696,394** in funds by the U.S. Department of the Treasury (“Treasury”) which were expected to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, Subrecipient has requested that the County use CLFRF for the Food Program and Job Assistance Program Projects (hereinafter “Projects”); and

WHEREAS, the County desires to disburse funds to the Subrecipient to administer the Projects and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the County that is duly qualified, eligible and willing to undertake the Projects and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed **NINETY-NINE THOUSAND, FIVE-HUNDRED DOLLARS AND ZERO CENTS (\$99,500.00)**-to be paid to the Subrecipient by County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0. **SCOPE OF SERVICES AND RESPONSIBILITIES OF SUBRECIPIENT**

1.1 Subrecipient agrees to administer a “FOOD PROGRAM & JOB ASSISTANCE” Programs/Projects, and satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Subrecipient’s Application for Funding and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference, in full compliance with all provisions of this Agreement. Any amendments to the Scope of Services and line-item budget must be approved by the County in writing prior to the implementation of the changes. The general program description and program goals/objectives include:

Food Program: The food program will receive an amount not to exceed **\$59,500.00** for equipment and supplies needed to meet the increase demand for food in response to the COVID-19 public health emergency and its negative economic impact to impacted residents and families. With the new equipment and supplies the center will be able to acquire the additional food, store it safely and distribute it effectively to the growing numbers of struggling residents of Brazoria County.

Job Program: The job program will receive an amount not to exceed **\$40,000.00** for operational expenses, supplies and equipment needed to provide technical and job coaching support to residents of Brazoria County who have lost their jobs due to the impact of the pandemic. The project will develop a job training support and assistance lab with the focus to mentor and assist these impacted residents. The ARPA funds will provide for

the acquisition of computers, A/V equipment, technical support systems, records storage, software, Broadband access, and printing.

1.2 Based/Measurable Accomplishments: The Subrecipient agrees to provide the following levels of program services:

Activity	Total Clients Served per Year
Food Program	1260
Job Program	75

1.3 The County will monitor the performance of the Subrecipient against the performance standards, principal tasks and budget stated herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated, at the sole discretion of the County.

1.4 Subrecipient warrants and represents that it:

1.4.1 Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;

1.4.2 That it is duly organized as a non-profit organization under state law and is in good standing with the Secretary of State of Texas;

1.4.3 That it is a nonprofit organization exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code; and

1.4.4 That it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 Compliance Provisions and 200 CFR Part 200 contracting requirements identified in **Exhibit B and Exhibit C** attached hereto.

1.5 General Administration: The Subrecipient will provide all administrative staffing, facilities, equipment, and services necessary to provide Program as described herein in accordance with all applicable local, state, and federal requirements.

1.6 Program Delivery: The Subrecipient will provide all staffing, facilities, equipment, and services needed to deliver the funded Program as described herein in accordance with all applicable local, state, and federal requirements.

1.7 Program Policies/Guidelines: The Subrecipient shall provide Program Policies/Guidelines to the County within sixty (60) days of the Effective Date of this Agreement.

1.8 Signage Requirements: On any public building or public facility funded under this Agreement, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location and legible from at least three (3) feet distance. For other construction projects (water lines, sewer collection lines, drainage, roadways, etc.) funded under this Agreement, Subrecipient shall place temporary signage

erected in a prominent location at the construction Projects site or along a major thoroughfare within the locality. All signage shall contain the following: “This Projects (is being) (was) supported, in whole or in part, by Federal Award Number 21.027 awarded to Brazoria County, Texas by the U.S. Department of the Treasury.”

1.9 Guidance Documents: Subrecipient shall abide by all guidance documents applicable (**Attachments**) to the ARPA Program, including, without limitation:

1.9.1 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards

1.9.2 The Federal Register

1.9.3 The U.S. Department of the Treasury publications and other guidance documents

2.0 **TERM OF PROJECTS AND AGREEMENT AND GOVERNING LAW AND VENUE**

2.1 The term of this Agreement is effective on date of full execution and shall continue until December 31, 2026, unless sooner terminated as herein provided, or the Projects has been fully completed and closed out, but in no circumstance later than December 31, 2026. The County is not liable to Subrecipient for any costs incurred prior to the beginning date of this Agreement or for costs incurred during the period that begins March 3, 2021, and ends on December 31, 2024, or after the expiration or termination of this Agreement.

2.2 In the event the U.S. Department of the Treasury eliminates funding under this Agreement, the County may terminate this Agreement by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Agreement.

2.3 This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas. Venue of any suit brought under this Agreement shall be in a court of competent jurisdiction in Brazoria County, Texas.

3.0 **RESPONSIBILITIES OF THE COUNTY**

3.1 The County shall designate a representative of the County who will be authorized to make all necessary decisions required of the County on behalf of the County in connection with the performance of this Agreement and the disbursement of funds in connection with the Projects. In the absence of such a designation, the County Judge shall be deemed as County’s authorized representative.

4.0 **SUBRECIPIENT’S COMPENSATION AND METHOD OF PAYMENT**

4.1 Maximum Compensation: For the term of this Agreement, County shall pay to Subrecipient a total amount not to exceed **\$99,500.00**, a total amount which shall constitute full and complete compensation for the Subrecipient’s services under this Agreement. Funds are to be utilized for the administration and delivery of the above-described Program and activities and in accordance with the line-item budget attached hereto as **Exhibit A**. Documentation of payment of eligible expenses shall be made against the line items budgets herein and in accordance with performance.

4.2 Payments may be contingent upon certification of the achievement of performance-based measurable accomplishments as detailed in Section I.2 and as reported in accordance with Section 7 of this Agreement.

4.3 Method of Payment:-Payments under the Agreement by the County to the Subrecipient will be made by Advance Payment; The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipient's actual, immediate cash requirements in carrying out and completing the work of the Project.

4.3.1 Only those costs which are allowable under the terms of this Agreement and the budget shall be eligible.

4.3.2 Recapture of Funds: Subrecipient shall carry out the activities under this Agreement in a manner that complies with the terms and conditions of the Agreement and all applicable laws. The County may recapture and be reimbursed by Subrecipient for any payments made by the County that (1) that are not allowed under applicable laws, rules, and regulations, or (2) that are otherwise inconsistent with this Agreement, including any unapproved expenditures.

4.4 This Agreement and the payments to be made hereunder are contingent upon receipt by County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the Brazoria County Commissioners' Court funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County. Upon the expiration or termination of this Agreement, any unexpended funds in possession of Subrecipient shall be returned to County within forty-five (45) days of the date of the expiration or termination.

4.4.1 The County will pay to Subrecipient an amount up to that specified in this agreement as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:

4.4.1.1 That Subrecipient will expend funds for eligible approved expenditures;

4.4.1.2 That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;

4.4.1.3 That Subrecipient must ~~has~~ timely submit reports detailing ~~the~~ eligible expenses made against the advance payment items in a format approved by County; and

4.4.1.4 That Subrecipient has certified compliance with the requirements identified in **Exhibit B** and **Exhibit C** and that all expenditures will be made for and in furtherance of the approved Projects and are an eligible use of federal assistance under ARPA and federal regulations. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

5.0 TERMINATION OR SUSPENSION OF AGREEMENT

5.1 For Cause: This Agreement may be terminated by County for cause, including any nonperformance by the Subrecipient; failure of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; or violation of any of the covenants, agreements, or stipulations of the Agreement, upon thirty (30) days written notice to Subrecipient including a statement of the reasons therefore. The determination of the County as to the cause of termination and the appropriateness thereof shall be final and binding upon both County and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

5.1.1 In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Subrecipient under this Agreement shall, at the option of the County, become its property, and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

5.1.2 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Subrecipient, and the County may request recoupment ~~withhold any~~ of payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

5.1.3 If this Agreement is terminated for any of the reasons referenced in Section 5 hereinabove, excluding funding discontinuance or disapproval, Subrecipient shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the County at the County's sole discretion.

5.2 For Convenience of the County: The County may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to the Subrecipient. If the Subrecipient is terminated by the County as provided herein, the Subrecipient will be paid, to the extent permitted by law, an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, Section 5.1 hereof relative to termination shall apply.

5.3 Post-Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the County and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the County. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the County, become County's property.

6.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

6.1 Subrecipient hereby agrees and acknowledges that as a condition to receiving ARPA funding, it will adhere to and comply with the terms and conditions contained in **Exhibit B** of this Agreement, as may be amended by the U.S. Department of the Treasury, and with **Exhibit C**.

6.2 Financial Management: It is understood by the Subrecipient that the funds provided are subject to the 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. The Subrecipient must establish and use a set of written accounting policies that meet the minimum standards established by the County for contract accounting, including utilizing adequate internal controls and maintaining necessary source documentation for

all costs incurred. All costs for which ARPA funding is provided must be contained in the budget contained in **Exhibit A**.

6.3 Audit Requirements: Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

6.4.1 Subrecipients which expend \$750,000 or more during the non-Federal entity's fiscal year in Federal funds must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200.500, Audit Requirements. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Subrecipient shall provide County with copy of this audit within ninety (90) days of the ending of their fiscal year(s) covered by this Agreement. For-profit subrecipients are not subject to 2 CFR 200.500.

6.4.2 Subrecipients expending less than \$750,000 in Federal funds per year shall submit to County a copy of the Subrecipient's annual financial statement within ninety (90) days of the close of Subrecipient's fiscal year, or in the event that an audit has been performed, Subrecipient shall provide a copy of the audit.

6.4 Documentation and Record-Keeping: The Subrecipient shall maintain all records sufficient to evidence compliance with Section 603(c) of the Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

6.5.1 Records providing a full description of each activity undertaken;

6.5.2 Records demonstrating that each activity undertaken meets ARPA eligibility criteria;

6.5.3 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ARPA assistance;

6.5.4 Records documenting compliance with the fair housing and equal opportunity components of the ARPA Program; and

6.5.5 Other records necessary to document compliance with the ARPA.

6.5.6 Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be maintained in a secure and confidential manner, and Subrecipient agrees to comply with all local, state, and federal regulations regarding release or disclosure of such information.

6.6 Access to Records: At any time during normal business hours and as often as the County, the Department of the Treasury, and/or the Treasury Office of the Inspector General, and the Government Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

6.7 Information on File: Subrecipient must have on file with the County or provide access to current copies of:

- 6.7.1 Certificate of non-profit status;
- 6.7.2 Any license applicable to the Subrecipient's proposed activities;
- 6.7.3 Listing of the current governing board members (including name, address, occupation, position on board, and tenure);
- 6.7.4 Current organizational chart showing management and staffing structure;
- 6.7.5 Subrecipient's written personnel (including staff and volunteers) policies;
- 6.7.6 Subrecipient's written accounting policies and procedures;
- 6.7.7 Subrecipient's written procurement policies and procedures; and
- 6.7.8 Work plan or administrative/program guidelines based on the description of the Program and Activities in Section I of this contract and which specifies:
 - 6.7.8.1 The major tasks or activities to be performed under this contract;
 - 6.7.8.2 Eligibility requirements for participation;
 - 6.7.8.3 How activities or tasks will be performed;
 - 6.7.8.4 The measurable objectives for each task; and
 - 6.7.8.5 The time frame within which the tasks will be accomplished.

6.8 Procurement: The Subrecipient is required to adopt and maintain a formal written Purchasing Policy. The Policy must be submitted to the County for review prior to receiving funds for any purchase. The policy should be written to the standards of local, state, and federal laws and must incorporate standards included in the 2 CFR 200.

Subrecipient shall comply with all current County, State, and Federal policy concerning the purchase of goods and services and shall maintain an inventory record of all non-expendable personal property as defined by such policies as may be procured with funds provided herein.

The Subrecipient shall procure goods and services in accordance with the requirements of 2 CFR Part 200, and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules, whichever is the most restrictive.

Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving federal funds via the Federal General Services Administration's System for Award Management (SAM) at <https://www.sam.gov>.

Inventory: All purchases of Equipment shall follow be made in accordance with all applicable laws, regulations, and rules, including those listed in **Exhibit B** and **Exhibit C**. Subrecipient shall subsequently follow 2 CFR 200.313 Equipment, covering utilization and disposal of property. Subrecipient shall retain title to and possession of any Equipment unless and until transferred to the County or disposed of in accordance with federal regulations. Subrecipient shall furnish, with its final Performance and Expenditure Report ~~request for reimbursement~~, a list of all Equipment purchased with ARPA funds under this Agreement, including the name of manufacturer, the model number, and the serial number, if applicable.

6.10 Property Records: Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with restrictions specified in 2 CFR 200.311 Real Property.

6.11 Close-Outs: Subrecipient's obligation to the County shall not end until all close-out requirements are

completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

7.0. PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

7.1 The County, or its representative, shall have the right to monitor Subrecipient's services, including on-site and desk reviews of financial and program compliance, on a regular basis, to assure contract compliance. Results of the monitoring efforts shall be summarized by County in written reports to the Subrecipient's Executive Director and Board of Directors. The Subrecipient must provide documented evidence of follow-up actions taken to correct any areas of Subrecipient's noncompliance. The Subrecipient shall provide assistance and information needed by County staff in order for the County to accomplish effective monitoring and evaluation of Subrecipient's performance under this Agreement. It is also understood that reviews by other officials may be required on dates to be arranged.

7.2 Subrecipient shall submit a Performance and Expenditure Report (**Exhibit D**) for each program to County before the tenth (10th) days after end of the quarterly reporting period in which the reported activities were performed for the duration of the Agreement. The format of such reports shall, at a minimum, consist of completion of a narrative summary of activities and program accomplishments, and an activity report, which will describe the activities accomplished, and the clients served (including individuals, agencies, and organizations). This report shall include information as described in the exhibits.

Quarter	Reporting Period	Submission to County Deadline
1 st quarter	January 1 st – March 31 st	April 10 th
2 nd quarter	April 1 st – June 30 th	July 10 th
3 rd quarter	July 1 st – September 30 th	October 10 th
4 th quarter	October 1 st – December 31 st	January 10 th

7.3 Board Participation: The Subrecipient must document, and allow access for County review, that its governing board is constituted in compliance with approved by-laws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.

8.0. PERSONNEL AND PARTICIPANT CONDITIONS

8.1 Independent Contractor: Neither the Subrecipient nor its employees are considered to be employees of the County for any purpose whatsoever. The Subrecipient is considered to be an independent contractor at all times in the performance of the scope of services described herein.

8.1.1 The Subrecipient further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of Texas or to any of the benefits granted to employees of the County under the provisions of the Personnel Policies as now enacted or hereafter amended.

8.1.2 The Subrecipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug Free Workplace Act" (31 CFR, Part 20) and shall require all providers of services under this Agreement to comply with Drug Free

Workplace requirements of the above noted Act.

8.2 Personnel: The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

8.2.1 All the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

8.2.2 None of the work or the services covered by this Agreement shall be subcontracted without prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

8.2.3 The Subrecipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Subrecipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the County as to its acceptability.

8.2.4 Prohibited Activity: Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

8.3 Compliance with Civil Rights Laws and Executive Orders:

8.3.1 The Subrecipient will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in **Exhibit B**, the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.

8.3.2 The Subrecipient will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Subrecipient's employees are assigned to work.

8.3.3 The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

8.4 Debarment, Suspension, Ineligibility and Exclusion Compliance:

8.4.1 The Subrecipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

8.4.2 The Subrecipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Subrecipient, the Subrecipient will notify the County immediately.

8.4.3 The Subrecipient agrees to not procure or subcontract with any agency, organization, or Contractor that has been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

8.5 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 CFR 200.318(c) and 2 CFR

200.112, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract, including the procurement of supplies and equipment, and construction and services by contractors.

8.5.1 The Subrecipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this section.

8.5.2 The County and the Subrecipient state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Court and no other officer, employee, or agent of County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

8.6 Affirmative Action:

8.6.1 Subrecipient agrees that it shall be committed to Affirmative Action principles and take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance to standards referenced in 2 CFR Part 200.321.

8.6.2 Collective Bargaining: Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8.6.3 EEO/AA Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9.0 GENERAL CONDITIONS

9.1 Indemnification and Release: SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT WHETHER OR NOT THE CLAIM OR CAUSE OF ACTION RESULTS FROM ANY NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

SUBRECIPIENT ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED AND SERVICES TO BE PROVIDED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE SUBRECIPIENT'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE.

9.2 County or its designee shall provide technical assistance to Subrecipient as requested and as mutually

agreed upon in the performance of Subrecipient's duties under this Agreement.

9.3 Representation in Proposal: The County has relied on all representations in the Subrecipient's proposal for funding in awarding this contract and the Subrecipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Subrecipient shall owe all amounts paid to it as liquidated damages.

9.4 County Recognition: The Subrecipient shall ensure recognition of the role of the County in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

9.5 Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this contract, regardless of whether personally received by the Subrecipient.

For the County, notices may be sent to:

Name Kaysie Stewart
Title County Auditor
Brazoria Coutny
Address 237 Locust Street
City, State, Zip Angleton, Texas 77515
Phone 979-864-1725

For the Subrecipient, notices may be sent to:

Name Deborah Rubestello
Title Executive Director
Subrecipient Name Pearland Neighborhood Center
Address 2335 N. Texas
City, State, Zip Pearland, Texas 77581
Phone 281-485-1987

9.6 Use of Funds for Sectarian Religious Purposes: The Subrecipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:

- 8.6.1 There will be no religious test for admission for services;
- 8.6.2 There will be no requirement for attendance at religious services;
- 8.6.3 There will be no inquiry as to a client's religious preference or affiliation;
- 8.6.4 There will be no proselytizing; and
- 8.6.5 Services provided will be essentially secular.

9.7 Lobbying: The Subrecipient understands that utilization of any federally appropriated funds provided the Subrecipient by the County pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Subrecipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

9.8 Publication, Reproduction and Use of Materials: If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material which can be copyrighted.

9.9 Identification of Documents: All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the County, shall contain the following

information on the front cover or title page (or in the case of maps, in an appropriate block): name of the County, month and year of the preparation, name of the Subrecipient and descriptive title.

9.10 Compliance with Laws: In performing the services required hereunder, the Subrecipient shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

9.11 Insurance and Bonding: The Subrecipient shall carry sufficient insurance to protect contract assets from loss due to theft, fraud, and/or undue physical damage.

9.12 Assignability: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto.

9.13 Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

9.14 Enforcement: The Subrecipient agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

9.15 Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

9.16 Amendments: County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release County or Subrecipient from its obligations under this Agreement.

County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

9.17 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and the laws, rules and regulations of Brazoria County, Texas.

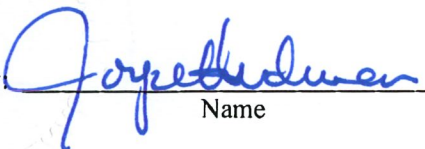
9.18 Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement. This Agreement shall not become effective or binding until approved by the County.

ARPA FUNDING FOR THIS SUBRECIPIENT AGREEMENT APPROVED BY COUNTY COMMISSIONER'S COURT ON: AUGUST 9, 2022 AND NOVEMBER 14, 2023.

IN WITNESS, WHEREOF, the Subrecipient and the County have executed this Agreement as of the date first above written and under the laws of the State of Texas.

ATTEST:

Brazoria County, Texas

By: 
Name

By:  03/19/24
L.M. "Matt" Sebesta, Brazoria County Judge


Subrecipient:

NAME Pearland Neighborhood Center
A TEXAS NONPROFIT CORPORATION

ATTEST:

By: 
Name Bradley Christen

Title President

By: 
Name Deborah Rubestello

Title Executive Director

EXHIBIT A

SCOPE OF SERVICES AND BUDGET

1. **Principal Tasks**

The Subrecipient will be responsible for administering the Food Program and Job Assistance Program/Projects, which includes (General Description).

Food Program: Equipment and supplies needed to meet the increase demand for food in response to the COVID-19 public health emergency and its negative economic impact to impacted residents and families. With the new equipment and supplies the center will be able to acquire the additional food, store it safely and distribute it effectively to the growing numbers of struggling residents of Brazoria County.

Job Program: Operation expenses, supplies and equipment needed to provide technical and job coaching support to residents of Brazoria County who have lost their jobs due to the impact of the pandemic. The project will develop a job training support and assistance lab with the focus to mentor and assist these impacted residents. The ARPA funds will provide for the acquisition of computers, A/V equipment, technical support systems, records storage, software, Broadband access, and printing.

The Subrecipient will administer all tasks encompassed in the aforesaid Projects in compliance with all applicable federal, state and local rules and regulations governing the Projects, in a manner satisfactory to the County.

2. **Approved Budget**

TOTAL AMOUNT OF AWARD: \$59,500.00
FOOD PROGRAM

Description of Funded Items/Services	Total Budget
<i>Generator with Installation: to maintain electricity to food storage and other vital areas of the center during power failures</i>	\$25000
<i>Signage: To purchase improved signage in and outside the center to improve client access and safety</i>	\$8500
<i>Built-in shelving</i>	\$9000
<i>3-door TRUE Freezer</i>	\$8000
<i>Pantry flooring</i>	\$9000
TOTAL	\$59,500

EXHIBIT A- CONTINUED

SCOPE OF SERVICES AND BUDGET

TOTAL AMOUNT OF AWARD: \$40,000
JOB ASSISTANCE PROGRAM

Description of Funded Items/Services	Total Budget
<i>Computer-related (software, hardware, internet, etc.)</i>	22,000.00
<i>Liability Insurance/Fidelity Bond*</i>	2,000.00
<i>Capital Investments: Furniture/Fixtures and Equipment</i>	16,000.00
TOTAL	\$40,000

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the County.

EXHIBIT B

ARPA COMPLIANCE PROVISIONS

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

Use of Funds.

- Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(e) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Recipient will determine prior to engaging in any Projects using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such Projects.

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.

Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

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.

Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

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

Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(e) 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.

Compliance with Applicable Law and Regulations.

(ii) 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.

(iii) Federal regulations applicable to this award include, without limitation, the following:

(a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

(b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(c) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(d) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(e) 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.

(f) Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(g) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(h) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(i) Generally applicable federal environmental laws and regulations.

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

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

(b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex,

familial status, or disability;

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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 of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603 of the Act.

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.

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.

Publications. Any publications produced with funds from this award must display the following language: "This Projects [is being] [was] supported, in whole or in part, by federal award number [enter Projects FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

Debts Owed the Federal Government.

- 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 of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- 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.

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.

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:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- 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.

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.

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.

EXHIBIT C

The Subrecipient's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the</p>	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for

employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not

	<p>participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
>\$10,000,000.00	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the</p>	<p>2 CFR 200 APPENDIX II (D)</p> <p>Threshold increased by ARPA for specific infrastructure Projectss as published in the Federal Register</p>

	<p>Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	<p>2 CFR 200 APPENDIX II (F)</p>
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

	Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112

None	<p>The <u>Federal awarding agency</u> and the <u>non-Federal entity</u> should, whenever practicable, collect, transmit, and store <u>Federal award-related information</u> in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The <u>Federal awarding agency</u> or <u>pass-through entity</u> must always provide or accept paper versions of <u>Federal award-related information</u> to and from the <u>non-Federal entity</u> upon request. If paper copies are submitted, the <u>Federal awarding agency</u> or <u>pass-through entity</u> must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.</p>	2 CFR 200.321

None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p>	2 CFR 200.334
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	(2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or <u>2252.153</u> . The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARPA funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

EXHIBIT D
PERFORMANCE & EXPENDITURE REPORT
FOR ARPA ACTIVITIES

Agency Name:	
Program Name:	
Performance & Expenditure Report #:	
Phone Number:	
Email of Contact:	
Date Request Submitted:	
Prepared By (Name and Title):	
AWARD AMOUNT:	\$
REPORTING PERIOD START DATE:	
REPORTING PERIOD END DATE:	

Director's Signature: X _____

SECTION I – BENEFICIARIES/ACCOMPLISHMENTS FOR THIS REPORTING PERIOD
--

This Section will vary based on the ARPA specific reporting requirements for the funded Projects. This information should be revised and provided in the Subrecipient Agreement prior to execution.

Section A:

Total Number of Clients Assisted

<i>Total New Clients Assisted this Reporting Period</i>	<i>Total Year to Date as of End of Reporting Period</i>

Section B***Race and Ethnicity of Clients Assisted***

<i>Race</i>	<i>A = Total by Race</i>	<i>B = Total by Hispanic/Latino Ethnicity</i>	<i>C = Total New Clients Assisted this Reporting Period (A+B)</i>	<i>Total Year to Date as of End of Reporting Period</i>
<i>White</i>				
<i>Black/African American</i>				
<i>Asian</i>				
<i>American Indian/Alaskan Native</i>				
<i>Native Hawaiian/Other Pacific Islander</i>				
<i>American Indian/Alaskan Native and White</i>				
<i>Asian and White</i>				
<i>Black/African American and White</i>				
<i>Am Indian/Alaskan Native and Black/African Amer.</i>				
<i>Multi-Racial (More than One Race)</i>				

**Total should match totals in Sections A and B.*

Section D***Family Status of Assisted Clients***

<i>Family Status</i>	<i>Total New Clients Assisted this Reporting Period</i>	<i>Total Year to Date as of End of Reporting Period*</i>
<i>Female Head of Household</i>		
<i>Elderly (make sure this is defined in policies)</i>		
<i>Disabled (make sure this is defined in policies)</i>		

**This Total is NOT required to match totals from other sections of this report.*

SECTION II - NARRATIVE ON PROJECTS PERFORMANCE

- a. Describe specific work tasks and quantifiable accomplishments completed for this reporting period.
- b. Describe any changes in hours of operation, staffing, facility needs or problems, financial issues or other significant changes that have occurred.
- c. Provide any other information or attachments about your agency or program, i.e. newsletters, letters of support/appreciation from the community, news articles, public notices, and special events.

SECTION III – EXPENDITURES FOR THIS REPORTING PERIOD


Item Description	Calculation	Amount
<i>Example: Salary Costs – Program Director-50%</i>	<i>\$15.00/hr x 40 hrs/week x 4 weeks x .50</i>	<i>\$ 1,200.00</i>
<i>Example: Purchase of ambulances to provide emergency services to County residents</i>	<i>2 ambulances at \$25,000 each</i>	<i>\$50,000</i>
		\$
		\$
		\$
		\$
TOTAL ELIGIBLE EXPENDITURES		*\$

* Also place Total Amount in No. 3 in Summary below.

SECTION IV – PROGRAM SUMMARY

SUMMARY		
#	Description	Amount
1	Total Grant Amount Awarded by County:	\$
2	Previous Total Cumulative Expenditures:	\$
3	Total Eligible Expenditures for reporting period (from Total in Section I above)	\$
4	Total Cumulative Expenditures (#2+#3):	\$
5	Remaining Balance of Grant (#1-#4):	\$

SECTION V- Attachments to be included with each Expenditure Report

	Attachment
	Copies of supporting financial documentation (invoices, timesheets, payroll, cancelled checks, etc.)
	Newsletters, brochures, news articles, etc. (if applicable)

**FINAL PERFORMANCE & EXPENDITURE REPORT MUST BE SUBMITTED WITHIN 30 DAYS
PRIOR TO THE END OF THE TERM OF THIS AGREEMENT.**

**Insert System for Award Management (SAM) record
search for company name and company principal**



PEARLAND NEIGHBORHOOD CENTER

Unique Entity ID LUTMJML6DDA1	CAGE / NCAGE 6RZF3	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Jan 18, 2025	
Physical Address 2335 N Texas AVE Pearland, Texas 77581-4121 United States	Mailing Address 2335 N. Texas Avenue Pearland, Texas 77581-4121 United States	

Business Information

Doing Business as (blank)	Division Name Pearland Neighborhood Center	Division Number (blank)
Congressional District Texas 22	State / Country of Incorporation Texas / United States	URL pnctexas.com

Registration Dates

Activation Date Jan 22, 2024	Submission Date Jan 19, 2024	Initial Registration Date Jun 18, 2012
--	--	--

Entity Dates

Entity Start Date Jun 24, 1997	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure Non-Profit Organization		

Socio-Economic Types


Check the registrant's Repts & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information


Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 6RZF3

Points of Contact

Electronic Business

 DEBORAH RUBESTELLO, Executive Director	2335 N. Texas Pearland, Texas 77581 United States
---	---

Government Business

 DEBORAH RUBESTELLO	2335 N. Texas Pearland, Texas 77581 United States
---	---

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
---------	-------------	-------------

Disaster Response

This entity does not appear in the disaster response registry.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed._____
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

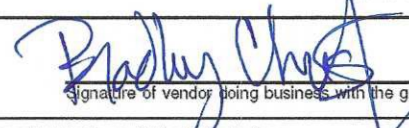
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 
Signature of vendor doing business with the governmental entityMar 4, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;

- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

ATTACHMENTS



COMMISSIONERS COURT OF BRAZORIA COUNTY

ORDER NO. H.44.

11/14/2023

American Rescue Plan Act (ARPA) Funding Request

Upon final review of the sub recipient agreement by the District Attorney's Office, Civil Division, approve an additional \$20,000 project and / or purchase funding request submitted by the Pearland Neighborhood Center for their "Job Assistance Program" per an adjusted ARPA funding request which was originally submitted in February of 2022. The Pearland Neighborhood Center previously received an approved \$20,000 per court order 6.M.5 dated August 9, 2022, as per the attached Exhibit A.

The Program is eligible for funding as a sub recipient, using funds provided to Brazoria County by the United States Treasury American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). Projects/purchase request has been reviewed and approved by the County's awarded grant administrator, GrantWorks, Inc. per the attached.

Original Evaluation Committee Members

L.M. "Matt" Sebesta Jr., Brazoria County Judge

Donald "Dude" Payne, Brazoria County Commissioner, Precinct 1

Kaysie Stewart, County Auditor

Susan Serrano, County Purchasing Director

Natasha Stulberg, Assistant Purchasing Director

Bryan Frazier, County Parks Director

Russell Webb, Director of Information Systems

ARPA Funding Request Form

Responses

Project Point of Contact / Manager	Deborah Rubestello-Executive Director-Pearland Neighborhood Center-281-485-1987
Project Name or Item for Purchase	PNC-Job Training Assistance Program
Project Description (250 words or less)	The project will provide technical and job coaching support to residents of Brazoria County who have lost their jobs due to the impact of the pandemic. The project will develop a job training support and assistance lab with the focus to mentor and assist these impacted residents with locating job opportunities that match their skill levels, create/print resumes, apply for jobs online, register with the Work-in-Texas network, connect online with support agencies like TWC for UI,SSA, VA, DHHS for WIC/SNAP, and support service providers to ensure that barriers to employment like childcare, transportation, tools, uniforms, etc. are addressed so that employment can be attained and retained. The staff will also connect the residents with college and other post-secondary programs that offer on-the-job training options, apprenticeships and short term skills training leading to immediate and permanent jobs. Staff will interview residents to confirm employment needs and how the pandemic caused their current unemployment status. The ARPA funds will provide for the acquisition of computers, A/V equipment, technical support systems, records storage, software, Broadband access, and printing. The project will serve 75+ unduplicated residents in the first year.
Proposed Project Location (provide address)	2335 N. Texas Avenue, Pearland, TX 77581
Funding Source	ARPA
ARPA - Expenditure Reporting Code (Select appropriate code from the Expenditure Categories tab, i.e. 1.1)	2.7
Proposed Justification to COVID-19 Response	The project will assist residents of Brazoria County adversely impacted by the pandemic. Since the pandemic's start in 2020, the center has received a threefold increase in the number of resident families seeking services at the center - these include food, clothing, rent/utility assistance and referrals to our partnering service providers. The primary reason for this increase is job loss due to the pandemic. Residents have lost their jobs due to illness and closure of many small businesses in the area over the past 18 months. The rising numbers of infections caused by the Omicron variant has also increased the number of requests for basic services. Funds from HUD and FEMA have been expended by our organization and we have limited funds for this assistance from private donors and foundations due to financial stress on those sources from the pandemic. We want to be proactive and address the employment needs of these impacted residents to help them gain self-sufficiency again. Agencies like Workforce Solutions, Social Security and VA as well as area colleges have closed similar employment support labs due the pandemic. Most impacted residents do not have access to computers, printing and coaching at home. The ARPA funds are vital to ensure that we can develop this project and meet the rising needs of families in our county. Employment will ensure these residents remain in their homes, maintain vital utilities and meet basic needs like food and clothing they are struggling to address now.

Pearland Neighborhood Adjusted Funding Request

ARPA Funding Request Form

Responses

Projected Project Start / Purchase Date if funding approved?	4/1/2022
Project Budget Amount	\$40,000
If applicable, any Additional informaton that will need to be included in the advertisement? (i.e. pre-bid or pre-offer meeting)	NA
If applicable, list of Vendors for Purchasing to notify of formal procurement	NA
Construction Estimate in dollars (if applicable)	NA
Construction Timeframe (if applicable)	NA

August 9, 2022
THE COMMISSIONERS' COURT OF BRAZORIA COUNTY
REGULAR SESSION

ORDER NO. 6.M.5

RE: American Rescue Plan Act (ARPA) Funding Request-Round IV

Upon final review of the beneficiary agreement by the District Attorney's Office, Civil Division and per the recommendation of the evaluation committee, approve project and / or purchase request submitted by the Pearland Neighborhood Center for a "Job Assistance Program". Program is eligible for funding as a beneficiary, using funds provided to Brazoria County by the United States Treasury American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF). Projects/purchase request has been reviewed and approved by the County's awarded grant administrator, GrantWorks, Inc. per the attached Exhibit A.

Evaluation Committee Members
L.M. "Matt" Sebesta Jr., Brazoria County Judge
Donald "Dude" Payne, Brazoria County Commissioner, Precinct 1
Kaysie Stewart, County Auditor
Susan Serrano, County Purchasing Agent
Natasha Stulberg, Assistant Purchasing Agent
Varon Snelgrove, Sheriff's Office Chief Deputy
Bryan Frazier, County Parks Director
Russell Webb, Director of Information Systems

Exhibit A - ARPA Funding Requests	
Organizations (Beneficiaries)	Amount of Request
Pearland Neighborhood Center - Job Assistance Program	\$20,000.00

From: debbie@pntexas.com
To: [Lillie Alonzo](#)
Subject: ARPA Documents
Date: Monday, January 8, 2024 11:35:01 AM
Attachments: [DOC010824-003.pdf](#)
[PNC - Policy Procedures for FOOD PROGRAM.pdf](#)
[PNC - Budget for JOB ASSISTANCE PROGRAM.pdf](#)
[PNC - Orgnaizational Chart.pdf](#)
[PNC - Budget for FOOD PROGRAM.pdf](#)
[PNC - ARPA PROCUREMENT POLICIES AND PROCEDURES.pdf](#)
[PNC - ARPA Financial Mgmt Policy Guide.pdf](#)
[PNC - Policy Procedures for JOB SEARCH TRAINING LAB PROGRAM.pdf](#)

Good morning Lillie,

Happy New Year to you and your family!!

Below I included in our email the vote from our board president as you requested. I hope the form of email is sufficient. If you need a letter instead of the email below, I can request it from my president.

We also attached our certificate showing we increased our insurance.

The corrections have been made that was requested as well.

Please let me know if PNC needs to send any other documents over?

Have a great day,

Deborah Rubestello

----- Original Message -----

Subject: Re: ACTION ITEM - Please Review - ARPA Grant Review

Date: Sun, 7 Jan 2024 15:30:38 -0600

From: Pearland Neighborhood Center <1987pnc@gmail.com>

To: Becki Bonner <becki@beckibonner.com>, Deborah Brown <dbrown26@me.com>, Yvonne Grayson <ygrayson888@gmail.com>, Stacy Adams <stacyladams@sbcglobal.net>, Desiree Boutte <desiree@humanedgeresourcesolutions.com>, Brad Christen <bchristen@christenlaw.com>, Anna Bryant <abryant1959@gmail.com>, Miranda Gonzales <mgonzales@keatingtoyota.com>, Naomi Stevens <naominst@comcast.net>, Normalinda Guerra <normalinda58@yahoo.com>, Mark Smith <mark@jmsmithlaw.com>, Mona Chavarria <mona@aacleaningservices.com>, Amber Wallace <awallace@woodforest.com>, Julia Cavazos <julia@matchmadeproperties.com>, Roy Castillo <Royc423@att.net>, Anna Price <price.annamaria@gmail.com>, Regina Frazier <rfrazier@woodforest.com>, Lonnie Grohman <eogc2lg@msn.com>, Buck Stevens <buckstevens@gmail.com>, Julie Simms-Garza <juliegarza91@outlook.com>, Pearland Neighborhood Center <1987pnc@gmail.com>

Cc: Debbie Rubestello <debbie@pnctexas.com>

All,

Thanks for the responses. We have enough "approved" responses to pass a motion. To date, I have responses from Julie, Becki, Amber, Anna P., Anna B., Stacy, Regina, Roy, Miranda, Lonnie, Buck and myself.

In lieu of an e-vote, I propose we use the already submitted responses and ratify/memorialize that with this email affirming that PNC shall abide by the attached Policies and Procedures as well as agreeing to the attached budget.

If there are any issues/questions, please let me know.

Brad

On Tue, Jan 2, 2024 at 11:40 AM Pearland Neighborhood Center
<1987pnc@gmail.com> wrote:

Board,

This project started back a few months ago, and as discussed in our December meeting, we have been awarded the American Rescue Plan Act (ARPA) grant from the county totalling \$99,500 of which \$59,500 will go towards "Food Pantry" and \$40k towards "Job Assistance".

That award requires us to have policies, procedures and budgets in place that relate to the grant. Debbie and Deborah worked diligently on the attached documents and I have looked them over as well and are now ready for your review.

I know this is short notice, but PLEASE try to review these by **THURSDAY (2/4/24)** at 5pm and see if there is anything you have questions about as we MUST turn these in sooner than later! If you have any,

PLEASE "Reply to all" so we all can see those questions.

We will get those answers ASAP with hopes for the President to put out for an eVote on Friday or Monday.

Buck

--



Pearland Neighborhood Center

2355 North Texas Avenue

Pearland, Texas 77581

281-485-1987

www.pnctexas.com

--



Pearland Neighborhood Center

2355 North Texas Avenue

Pearland, Texas 77581

281-485-1987

www.pnctexas.com



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Named Insured

002763 3123 M-25-352A-FB31 F N
PEARLAND NEIGHBORHOOD CENTER
2335 N TEXAS AVE
PEARLAND TX 77581-4121



DECLARATIONS AMENDED NOV 28 2023

Policy Number 90-E7-R950-3

Policy Period	Effective Date	Expiration Date
12 Months	AUG 17 2023	AUG 17 2024

The policy period begins and ends at 12:01 am standard time at the premises location.

Agent and Mailing Address

AARON GERMAN
8406 HALL RD STE 300
HOUSTON TX 77075-4911

PHONE: (713) 231-5600

Businessowners Policy

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: NON-PROFIT

Reason for Declarations: Your policy is amended NOV 28 2023
BUSINESS PERS PROP COVERAGE CHANGED

Endorsement Premium
Increase

\$ 673.00

Discounts Applied:
Renewal Year
Years in Business
Protective Devices
Claim Record

Prepared
DEC 14 2023
CMP-4000

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Continued on Reverse Side of Page

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530-606 a.2 05-31-2011 (o113231c)

DECLARATIONS (CONTINUED)

Businessowners Policy for PEARLAND NEIGHBORHOOD CENTER
Policy Number 90-E7-R950-3

SECTION I - PROPERTY SCHEDULE

Location Number	Location of Described Premises	Limit of Insurance* Coverage A - Buildings	Limit of Insurance* Coverage B - Business Personal Property	Seasonal Increase-Business Personal Property
001	2335 N TEXAS AVE PEARLAND TX 77581-4121	No Coverage	\$ 100,000	25%

* As of the effective date of this policy, the Limit of Insurance as shown includes any increase in the limit due to Inflation Coverage.

SECTION I - INFLATION COVERAGE INDEX(ES)

Cov A - Inflation Coverage Index: N/A
 Cov B - Consumer Price Index: 307.8

SECTION I - DEDUCTIBLES

Basic Deductible \$2,500

Special Deductibles:

Money and Securities \$250 Equipment Breakdown \$2,500

The Inflation Coverage provision may change your deductible. Refer to page 17 of your policy.



DECLARATIONS (CONTINUED)

Businessowners Policy for PEARLAND NEIGHBORHOOD CENTER
Policy Number 90-E7-R950-3

**SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - EACH DESCRIBED PREMISES**

The coverages and corresponding limits shown below apply separately to each described premises shown in these Declarations, unless indicated by "See Schedule." If a coverage does not have a corresponding limit shown below, but has "Included" indicated, please refer to that policy provision for an explanation of that coverage.

COVERAGE	LIMIT OF INSURANCE
Accounts Receivable	
On Premises	\$10,000
Off Premises	\$5,000
Arson Reward	\$5,000
Collapse	Included
Damage To Non-Owned Buildings From Theft, Burglary Or Robbery	Coverage B Limit
Debris Removal	25% of covered loss
Equipment Breakdown	Included
Fire Extinguisher Systems Recharge Expense	\$5,000
Forgery Or Alteration	\$10,000
Glass Expenses	Included
Increased Cost Of Construction And Demolition Costs (applies only when buildings are insured on a replacement cost basis)	10%
Money And Securities (Off Premises)	\$2,000
Money And Securities (On Premises)	\$5,000
Money Orders And Counterfeit Money	\$1,000
Newly Acquired Business Personal Property (applies only if this policy provides Coverage B - Business Personal Property)	\$100,000
Newly Acquired Or Constructed Buildings (applies only if this policy provides Coverage A - Buildings)	\$250,000
Ordinance Or Law - Equipment Coverage	Included

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DEC 14 2023
CMP-4000

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DECLARATIONS (CONTINUED)

Businessowners Policy for PEARLAND NEIGHBORHOOD CENTER
Policy Number 90-E7-R950-3

Outdoor Property	\$5,000
Personal Effects (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Personal Property Off Premises	\$15,000
Pollutant Clean Up And Removal	\$10,000
Preservation Of Property	30 Days
Property Of Others (applies only to those premises provided Coverage B - Business Personal Property)	\$2,500
Signs	\$2,500
Valuable Papers And Records	
On Premises	\$10,000
Off Premises	\$5,000
Water Damage, Other Liquids, Powder Or Molten Material Damage	Included

SECTION I - EXTENSIONS OF COVERAGE - LIMIT OF INSURANCE - PER POLICY

The coverages and corresponding limits shown below are the most we will pay regardless of the number of described premises shown in these Declarations.

COVERAGE	LIMIT OF INSURANCE
Loss Of Income And Extra Expense	Actual Loss Sustained - 12 Months

SECTION II - LIABILITY

COVERAGE	LIMIT OF INSURANCE
Coverage L - Business Liability	\$1,000,000

**DECLARATIONS (CONTINUED)****Businessowners Policy for PEARLAND NEIGHBORHOOD CENTER**
Policy Number 90-E7-R950-3

Coverage M - Medical Expenses (Any One Person) \$5,000

Damage To Premises Rented To You \$300,000

AGGREGATE LIMITS**LIMIT OF INSURANCE**

Products/Completed Operations Aggregate \$2,000,000

General Aggregate \$2,000,000

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

FORMS AND ENDORSEMENTS

CMP-4100	Businessowners Coverage Form
FE-6999.3	Terrorism Insurance Cov Notice
CMP-4243.2	Amendatory Endorsement
FE-3650	Actual Cash Value Endorsement
CMP-4561.1	Policy Endorsement
CMP-4705.2	Loss of Income & Extra Expnse
CMP-4709	Money and Securities
CMP-4804	Addl Insd Club Members
FD-6007	Inland Marine Attach Dec

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DEC 14 2023
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Continued on Reverse Side of Page

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DECLARATIONS (CONTINUED)

Businessowners Policy for PEARLAND NEIGHBORHOOD CENTER
 Policy Number 90-E7-R950-3

This policy is issued by State Farm Lloyds.

SERVICE OF PROCESS - Service of Process may be had upon the State Official duly designated for such purpose in the state in which the property insured hereunder is located if State Farm Lloyds is licensed in such state; or upon the Commissioner of Insurance of the State of Texas; or upon the duly appointed Attorney-in-Fact for State Farm Lloyds at Richardson, Texas. Underwriters at State Farm Lloyds have complied with the laws of the State of Texas regulating Lloyds plan insurance and said statutes are hereby made a part of the policy. The entire assets of State Farm Lloyds supports its policies, but each individual underwriter's liability is several and not joint and is limited by law to the amount fixed by his/her underwriter's contract and subscription and no underwriter is liable as a partner. This policy is made and accepted subject to the foregoing stipulations and conditions together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto, and no agent or other representative of State Farm Lloyds shall have the power to waive any provision or condition of this policy. This policy is non-assessable and no contingent liability of any kind and character attaches to the insured named herein.

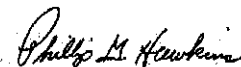
In Witness Whereof, State Farm Lloyds has caused this policy to be signed by its President and Secretary.

By:



Secretary
 State Farm Lloyds, Inc.
 Attorney-in-Fact

State Farm Lloyds



President
 State Farm Lloyds, Inc.
 Attorney-in-Fact



STATE FARM LLOYDS
A LLOYDS COMPANY IN RICHARDSON, TEXAS

Po Box 2915
Bloomington IL 61702-2915

Named Insured

M-25-352A-FB31 F N

PEARLAND NEIGHBORHOOD CENTER
2335 N TEXAS AVE
PEARLAND TX 77581-4121



INLAND MARINE ATTACHING DECLARATIONS

Policy Number	90-E7-R950-3	
Policy Period	Effective Date	Expiration Date
12 Months	AUG 17 2023	AUG 17 2024
The policy period begins and ends at 12:01 am standard time at the premises location.		

ST-1
0404-1001

ATTACHING INLAND MARINE

Automatic Renewal - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Annual Policy Premium Included

The above Premium Amount is included in the Policy Premium shown on the Declarations.

Your policy consists of these Declarations, the INLAND MARINE CONDITIONS shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

Forms, Options, and Endorsements

FE-8739	Inland Marine Conditions
FE-6865	Amend of Inland Marine Condtns
FE-8743.1	Inland Marine Computer Prop

See Reverse for Schedule Page with Limits

Prepared
DEC 14 2023
FD-6007

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530-685 a.2 95-31-2011 (o1f3232

ATTACHING INLAND MARINE SCHEDULE PAGE**ATTACHING INLAND MARINE**

ENDORSEMENT NUMBER	COVERAGE	LIMIT OF INSURANCE	DEDUCTIBLE AMOUNT	ANNUAL PREMIUM
FE-8743.1	Inland Marine Computer Prop	\$ 25,000	\$ 500	Included
	Loss of Income and Extra Expense	\$ 25,000		Included

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

Prepared
DEC 14 2023
FD-6007

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Our Mission:

*To provide a foundation of effective services
and responsive programs to facilitate the
development of individuals and families.*

ARPA/FEDERAL PROCUREMENT POLICIES AND PROCEDURES

Upon award of Federal ARPA/SLFRF Funding, The **Pearland Neighborhood Center, Inc.** will follow the procurement standards in 2 CFR 200.317 – 2 CFR 200.327 and Appendix II to Part 200 for procurement actions funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. While the entirety of 2 CFR 200 applies to Federally funded programs/projects; this document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language specifically for procurement - with additional policy plan language - available at the adoption of these policies and procedures.

To be consistent with section 2 CFR 200.318 (a) below; should State of Texas applicable codes for local governments include more stringent requirements for certain procurement sections, the more stringent requirement will apply.

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

Pearland Neighborhood Center, Inc. will have available and provide upon request a copy of their adopted procurement policies and procedures.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

*The **Pearland Neighborhood Center, Inc.** will ensure contractual reporting and performance requirements specific to an **ARPA** Subrecipient are included in procurement documents; tracked and passed-through, as applicable, to awarded vendors, contractors, subrecipients, beneficiaries and subcontractors.*

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

*The **Pearland Neighborhood Center, Inc.** will ensure that any employee, officer, or agent of **Pearland Neighborhood Center, Inc.** who has a conflict of interest (or the appearance of a conflict of interest) will recuse themselves from identification or approval of selected beneficiaries of this program; as well as from the selection of a vendor, contractor, subcontractor, subrecipient or beneficiary with whom they may have (or the appearance of) a financial or personal interest. Should an issue arise, it will be addressed per **current Ethics/Local Policy** [can rename to reflect actual policy, etc.].*

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

*The **Pearland Neighborhood Center, Inc.** will document their impartial selection of a project, award or sub-award made to a parent, affiliate, or subsidiary organization in a non-competitive manner. Ownership records and potential Conflicts of Interest are reviewed as part of the procurement process and in accordance with State/Local Ethics policy.*

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

*The **Pearland Neighborhood Center, Inc.** will analyze expected procurements and needs via an Independent Cost Analysis (where feasible/applicable) and internal resources analysis and look to break out procurements in a way to reduce unnecessary or duplicative items; as well as provide opportunity for small businesses or Historically Underutilized Businesses (HUBs) to participate in a procurement, while also ensuring that proper procurement methods for the estimated size of the project are followed. The **Pearland Neighborhood Center, Inc.** would review vendors to ensure uniform purchases and utilization of standard purchase agreements where possible.*

(e) [This section does not apply to **Pearland Neighborhood Center, Inc.**] To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) [This section does not apply to **Pearland Neighborhood Center, Inc.**] The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

*The **Pearland Neighborhood Center, Inc.** will collect a copy of contractor(s) SAM registration and confirmation that they are not debarred from participating in federally funded contracts.*

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

*The **Pearland Neighborhood Center, Inc.** will maintain records documenting the history of each procurement – indicating compliance with federal, state, and local procurement regulations.*

(j) *For time-and-materials type contracts, the **Pearland Neighborhood Center, Inc.** will document their decision to follow this type of contract; the ceiling price for the project/contract; methods for tracking materials expenditures for reimbursement with percent caps above estimated pricing; methods for tracking actual labor hours (similar to Certified Payroll or Force Account tracking); a schedule of site visits and adherence to estimated timeline within acceptable variance amounts.*

(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The **Pearland Neighborhood Center, Inc.** alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the **Pearland Neighborhood Center, Inc.** of any contractual responsibilities under its contracts. The awarding agency will not substitute its judgment for that of the **Pearland Neighborhood Center, Inc.** unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

*The **Pearland Neighborhood Center, Inc.** will comply with all the regulations within this section as well as with applicable State/Local procurement requirements. Documentation will be maintained that demonstrates all stages and compliance with applicable procurement regulations.*

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

*This document, adopted by **Pearland Neighborhood Center, Inc.**, is the documented procurement policy.*

(a) **Informal procurement methods.** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) **Micro-purchases—(i) Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1 *[or, rather, refer to Texas Local Procurement guidelines and those of the City/County of ____]. The Micro-Purchase Threshold is set to \$10,000*)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(2) **Small purchases**—(i) *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

As agreed upon between the **City/County of _____ and the Pearland Neighborhood Center, Inc.,** and per Texas Local Code, the simplified acquisition threshold has been set to \$50,000.00.

(ii) **Simplified acquisition thresholds.** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) **Formal procurement methods.** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) **Sealed bids.** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business;
and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold **[\$50,000]** including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** ([42 U.S.C. 7401-7671q](#)) and the **Federal Water Pollution Control Act** as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

All prime vendors, contractors, and subcontractors must be verified that they are registered and active through the SAM.com website prior to any formal action authorizing the award of the contract which is being paid with ARPA funds. The City/County must follow the requirements of the RFP and/or if the City/County determines it is in their best interest, a "conditional award" requiring registration and active status on SAM.gov could be utilized prior to formal action of executing a contract.

All prime vendors, contractors and subcontractors that enter into a subcontractor agreement after the date of the initial award, will also be responsible to ensure lower-tier contractors are not excluded or disqualified.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323* Procurement of Recovered Materials

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment**

(L) See § 200.322* Domestic preferences for procurements**

***§ 200.323 Procurement of recovered materials. [see referenced section above]**

****§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and sub **recipients** are prohibited from obligating or expending **loan** or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a **contract** to procure or obtain; or

(3) Enter into a **contract** (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any **subsidiary** or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

*****§ 200.322 Domestic preferences for procurements. [see referenced section above]**

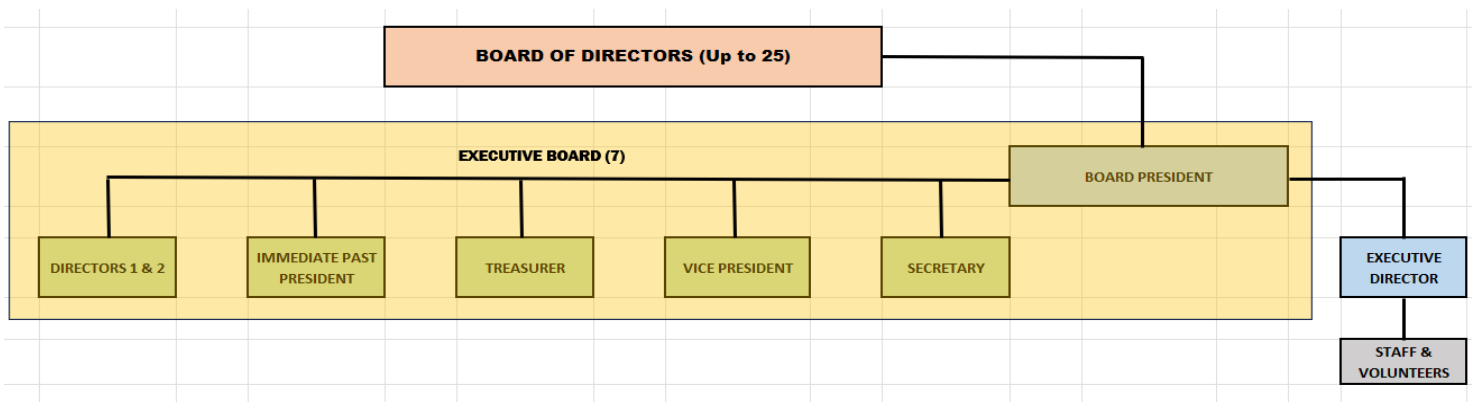
These [ARPA](#)/SLFRF Policies and Procedures have been reviewed and adapted as applicable by legal or otherwise authorized representatives of the [Pearland Neighborhood Center, Inc.](#) and are thereby approved for adoption on [_____](#) (enter date).

[Name and title of Subrecipient Representative](#)



PEARLAND NEIGHBORHOOD CENTER

Organizational Chart





Our Mission:

*To provide a foundation of effective services
and responsive programs to facilitate the
development of individuals and families.*

Program Policies/Procedures

Food Program

Policy

Eligible program participants are required to show proof of need which can include documentation of unemployment status, public welfare assistance, support service agency intervention, income status, etc. The program nor the Center discriminates on the basis of race, color, place of origin, religion, political affiliation or any other social or economic criteria or basis.

Participants have an intake meeting with the Center staff to assess the participant and their families' overall support service needs. The staff will review participant documentation of need during the meeting unless the participant has submitted the documentation days prior to intake. Prior to receiving food items, the participant is advised of the additional resources that the Center may have available at the time of intake which may include job search, rent/utility payment assistance, grocery/fuel cards, clothing, school supplies and related assistance. The staff will also advise the participant of additional support services the Center's network partners provide which can include medical services, family counseling, childcare, transportation, and related services. The staff can assist the participant with referrals for setting intake appointments with the partners.

Participants receive a specified amount of food items packaged by staff prior to distribution dates. The food items provide basic nutrition for a family for 4 or 5 days. A participant can request specially selected items if their doctors require certain nutritional foods or if the family has an infant(s). Families with an infant(s) can receive both baby food/formula as well as diapers, lotions, wipes and other infant care products.

Staff will maintain records of program services of these participants to track future frequency of service and followup.

Procedures

Participants are provided the dates and times that the Food Program services are given weekly as well as the means for contacting Center staff for assistance. Center staff will meet with each participant during intake as cited in the policy section of this guide and provide the necessary program services (food distribution), appointment to additional Center services and/or referrals to partners for support services. The staff advise the participant in next steps regarding receipt of future Food Program assistance based on the participant's needs and the food resources available at the Center.



Our Mission:

*To provide a foundation of effective services
and responsive programs to facilitate the
development of individuals and families.*

Program Policies/Procedures

Job Search/Training Assistance Lab Program

Policy

Eligible program participants are not restricted from service due to employment status, residency, income status or prior service status with the Pearland Neighborhood Center. The program nor the Center discriminates on the basis of race, color, place of origin, religion, political affiliation or any other social or economic criteria or basis.

Participants are required to use the Center's equipment, facilities and staff to search for gainful employment and/or assistance in locating support services (i.e. TANF, SNAP, WIC, VA, SSA,) that can sustain them and their families during the job search. These resources are not to be used as a means for personal communication or social interaction. The systems can be used for resume development and acquiring job/support service interviews. The participants are required to follow instructions provided by staff for conducting searches, using facility equipment and interaction with other participants, staff and visitors. Any breach of these instructions will suspend the offender's privileges to utilize the Center for job/support service search activities.

Participants are at liberty to utilize the program services as often as they wish during designated hours of operation and availability of resources and staff.

Procedures

Center staff will meet with each participant to determine their job search needs before the participant embarks on their search for job opportunities or support services. Once the staff determines the type of employment and/or support services that are sought by the participant, the staff will provide the participant printed materials that will assist the participant to connect with local, state and federal agencies to secure additional help in the search for employment and support services. Once the participant has acknowledged that he/she understands how to connect with these entities, the staff will assist the participant in searching for the jobs/services desired. The search may include searching online employment listings, watching instructive videos, and/or studying printed resources available on their desired search areas.

Staff and volunteers will be available to assist the participants in their search and if practical, followup with the participant in the future to determine their success in securing employment and support services.

Staff will also complete intake paperwork with the participant prior to obtaining services to identify those being served and track services requested.



Our Mission:

To provide a foundation of effective services and responsive programs to facilitate the development of individuals and families.

TOTAL AMOUNT OF AWARD: \$59,500.00
FOOD PROGRAM

Description of Funded Items/Services	Total Budget
<i>Generator with Installation: to maintain electricity to food storage and other vital areas of the center during power failures</i>	\$25,000
<i>Signage: To purchase improved signage in and outside of the center to improve client access and safety</i>	\$8,500
<i>Built-in shelving and related framing</i>	\$9,000
<i>Freezer for food storage</i>	\$8,000
<i>Pantry floor covering replacement</i>	\$9,000
TOTAL	\$59,500

Proposed ARPA Budget & Budget Justification

Agency Name:	Pearland Neighborhood Center
Project Name:	PNC Job Assistance Program

PROPOSED PROGRAM BUDGET

Category	Fiscal Recovery Funds	Other Sources	Total
Direct Administrative Cost			
Personnel			
Salaries & Fringe related to Administration of Project % charged to grant	\$	\$	\$ -
Non-Personnel			
Professional Services contracted (audit, bookkeeping, etc.)	\$	\$	\$ -
Rent /Insurance of facility	\$	\$	\$ -
Computer related (software, hardware, internet, etc.)	\$ 22,000.00	\$	\$ 22,000.00
Utilities (Power, Gas, Telephone, etc.)	\$	\$	\$ -
Maintenance Supplies	\$	\$	\$ -
Office Supplies & Postage		\$	\$ -
Local Travel	\$	\$	\$ -
Staff Development	\$	\$	\$ -
Liability Insurance/Fidelity Bond*	\$ 2,000.00	\$	\$ 2,000.00
Indirect Cost Rate or 10% De minimus allowable ¹	\$	\$	\$ -
Total Direct Administrative Cost	\$ 24,000.00	\$ -	\$ 24,000.00
Direct Goods & Services (Do not include personnel cost)			
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
Total Direct Goods & Services	\$ -	\$ -	\$ -
Capital Investments			
Furniture/Fixtures and Equipment	\$ 16,000.00	\$	\$ 16,000.00
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
	\$	\$	\$ -
Total Capital Investments	\$ 16,000.00	\$ -	\$ 16,000.00
TOTAL PROJECT COST:			
	\$ 40,000.00	\$ -	\$ 40,000.00

*Liability Insurance and Fidelity Bonding is required of all recipients and may be paid from grant Funds
¹2 CFR 200 Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective.

BUDGET

Please justify your budget request for Direct Administrative Cost - Personnel and Non-Personnel. As defined in 2 CFR 200, Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

Please indicate below the total number of staff positions (include titles) that are included under the (Fiscal Recovery Funds) request for “Salaries and Fringe” portions of the Proposed Project Budget.

Personnel Cost	Amount of Salaries Requested from Fiscal Recovery Funds	% of Agency's Annual Budget
Position and Full Time Employee or Part Time Employee		
No Employees paid using Fiscal Recovery		
Total Personnel Cost		

Non-Personnel Cost	Rate/Methodology	Cost
Computer w/monitor and/or laptop	8 @ \$1,000 each	\$8,000
Chairs	\$300 each @ 10	\$3,000
8 desk tables	\$625 ea @ 8	\$5,000
TV/DVR Sets	\$3000 ea @ 2	\$6,000
Training and Information Videos	\$100 @ 20	\$2,000
Training Guides (online/print)	\$100 @ 20	\$2,000
Printer/Copier/Scanner Units	2 @ \$1,500	\$3,000
Internet Upgrade with Virus Protection	\$2000 one bundle	\$2,000
Liability & Fidelity Bond	\$1,000	\$1,000
File and Program Storage Cabinets	\$500 ea @ 4	\$2,000
Software	1 @ \$6000	\$6,000
Total Non-Personnel Cost		\$40,000

TOTAL AMOUNT

Name	Service	Rate	Other	Cost
NA				
Total Cost				