



CDBG CONTRACT MANAGEMENT SERVICES AGREEMENT
WITH MKP CONSULTING

(version 9-10-2020)

This AGREEMENT (“Agreement”) is entered by and between **MKP Consulting** (the “Subrecipient”), located at **8950 Shoreview Lane, Atascocita, Texas 77346** and the **City of League City** (the “Grantee”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

RECITALS:

WHEREAS, the Grantee solicited proposals for contract management services for the League City PY 2020 HUD Community Block Grant (CDBG) program; and

WHEREAS, the Grantee selected the Subrecipient as the best vendor to provide such services; and

WHEREAS, Grantee will compensate Subrecipient with CDBG funds that have been properly allocated in the Grantee’s CDBG budget for administrative services.

NOW, THEREFORE, it is agreed between the parties hereto that:

TERMS:

1. SCOPE OF SERVICES:

1.1. **Activities:** CDBG Contract Management Services for the City of League City’s PY 2020 HUD Community Development Block Grant Program

1.2. National Objectives

All activities funded with CDBG funds must meet one of the HUD program’s National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will “benefit low-and-moderate-income persons” objective.

1.3. Levels of Accomplishment – Goals and Performance Measures

See “Proposal” attached and incorporated as Exhibit A.

1.4. Staffing

See “Proposal” attached and incorporated as Exhibit A.

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior written approval of the Grantee.

1.5. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance 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 Grantee, contract suspension or termination procedures will be initiated.

2. TIME OF PERFORMANCE

Services of the Subrecipient shall start on **October 1, 2020** and end on **September 30, 2021**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

3. BUDGET

See "Proposal" attached and incorporated as Exhibit A.

4. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **Fifty-One Thousand Dollars (\$51,000)**. Drawdowns for the payment of eligible expenses will be made on a reimbursement basis only and shall be made against the line item budgets specified in Section 3 herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section 3 and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21. Subrecipient agrees to repay any CDBG funds that the Grantee determines were not expended in compliance with the requirements of this Agreement, the Act or the Regulations.

5. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

City of League City
300 West Walker Street
League City, Texas 77573
kris.carpenter@leaguecitytx.gov
Attn: Kris Carpenter

Subrecipient

MKP Consulting
8950 Shoreview Lane
Atascocita, Texas 77346
mkpurser@mkpconsulting.com
Attn: M.K. (Peg) Purser

6. **SPECIAL CONDITIONS**

N/A

7. **GENERAL CONDITIONS**

7.1. **General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

7.2. **"Independent Contractor"**

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

7.3. **Hold Harmless**

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

7.4. **Workers Compensation**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

7.5. **Insurance and Bonding**

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

7.6. **Grantee and HUD Recognition**

The Subrecipient shall insure recognition of the role of the Grantee and HUD in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to 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.

7.7. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of 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 Grantee and Subrecipient.

7.8. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

The Grantee may also terminate this Agreement and such additional supplementary agreements hereafter executed, in whole or in part, by giving the Recipient thirty (30) days written notice, in the event that the Secretary of HUD shall:

1. Withdraw funds allocated to the Grantee under its application for programs or activities which substantially prevent performance of the Community Development Program by the Grantee;
2. Terminate the Grantee's funding allocation pursuant to an Act of Congress; and,
3. Fail to approve a grant application by the Grant;

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Financial Management

8.1.1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28, and OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

8.1.2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8.2. Documentation and Record Keeping

8.2.1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- h. Where applicable, the subrecipient shall be responsible for contractor/subcontractor activity on HUD forms (2516).
- i. Subrecipient is responsible for submitting performance reports and accomplishments on forms provided by grantee.
- j. Copies of all written agreements and related documents establishing conformance with this section 24 CFR 570.513 and concerning performance by a financial institution in accordance with the agreement.

8.2.2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

8.2.3. 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 service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

8.2.4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

8.2.5. Close-outs

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

8.2.6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

8.3. Reporting and Payment Procedure

8.3.1. Program Income

Where applicable, the Subrecipient shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504 and 24 CFR 570.503(b)(2)-(5). By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

8.3.2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

8.3.3. Payment Procedures

The Grantee will pay to the Subrecipient funds on a reimbursement basis based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. The Subrecipient shall provide the appropriate documentation to verify expenditures made on behalf of this agreement (pay stubs, cancelled checks with corresponding invoices). Request for payments shall be submitted on the supplied "Request for Payment" form.

With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

8.3.4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. These reports shall accompany any Request for Payments as noted in Section 3 above.

Where applicable, the Subrecipient is also required to submit Form U.S. Department of Housing and Urban Development Form 2516 ("Contract and Subcontract Activity").

8.4. Procurement

8.4.1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

8.4.2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 and OMB Circular A-110.

8.4.3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Houston metropolitan area with funds provided under this Agreement.

8.5. Use and Revisions of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504 and 570.505, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment).
4. Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].
5. Any equipment purchased must be used for the funded use for 5 years after end of agreement as per 24 CFR 570.200(a)(2) & (3) or transferred to Grantee (city) or disposed of in accordance with HUD regs (fair market value minus any non-CDBG expenses to purchase returned to Grantee as per OMB Circular A-110)

9. ELIGIBILITY RESTRICTIONS FOR CERTAIN RESIDENT ALIENS

- 9.1. The Subrecipient agrees to comply with § 570.613 eligibility restrictions for certain resident aliens. The restriction is on certain newly legalized aliens, as described in 24 CFR part 49. These individuals are not eligible to apply for benefits under covered activities funded by Affected Programs.
- 9.2. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by the programs noted above. "Benefits" do not include relocation services and payments to which displaces are entitled by law.
- 9.3. Covered activities meet the requirements of § 570.208(a) and either:
 - 9.3.1. Have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or
 - 9.3.2. Are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

9.4. “Affected Programs” mean:

- 9.4.1. The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.
- 9.4.2. The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.
- 9.4.3. The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.
- 9.4.4. The Urban Development Action Grants program administered under subpart G of part 570 of this title until closeout of the recipient's grant.

10. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

11. PERSONNEL & PARTICIPANT CONDITIONS

11.1. Civil Rights

11.1.1. Compliance

The Subrecipient agrees to comply with all applicable rules and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 as amended, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Orders as amended by Executive Orders 12259 and 12892.

11.1.2. Architectural Barriers Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

11.1.3. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

11.1.4. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602 and 24 CFR 570 Park K. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

11.1.5. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.2. Affirmative Action

11.2.1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

11.2.2. Women-and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Where applicable, the Subrecipient is also required to submit Form U.S. Department of Housing and Urban Development Form 2516 ("Contract and Subcontract Activity").

11.2.3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

11.2.4. Notification

The 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.

11.2.5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient agrees to post copies of the EEO/AA statement for all employees to see at all job sites or staging areas.

11.3. **Employment Restrictions**

11.3.1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

11.3.2. OSHA

Where subrecipient employees or contractors are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

11.3.3. Labor Standards/Davis-Bacon

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (29 CFR, Part 1 & 3), the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq. and 40 USC 3141-3148, 3162, 3701-3706, 3708) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

11.3.4. “Section 3” Clause

11.3.4.1. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

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

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

11.3.4.2. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if

any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

11.4. Conduct

11.4.1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

11.4.2. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

11.4.3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

11.4.4. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

11.4.5. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

11.4.6. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11.4.7. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

In order to participate in this Agreement, the Subrecipient must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

The Subrecipient shall, include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 CFR part 76.

11.5. Subcontractors

11.5.1. Approvals

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

execution of such agreement.

11.5.2. Monitoring

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

11.5.3. Content of subcontracts

The Subrecipient shall cause all of the provisions of this agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement, including Section 11.1 (Civil Rights), 11.2 (Affirmative Action), 11.3 (Employment Restrictions) and 11.4 (Conduct).

11.5.4. Selection Process

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

12. ENVIRONMENTAL CONDITIONS

All construction or rehabilitation projects shall receive approval from the Grantee prior to begin the activities described in this contract to ensure the proper environmental and historic documentation is completed. The Subrecipient shall provide the location of all construction or rehabilitation activities.

12.1. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- a. Clean Air Act, 42 U.S.C. , 7401, et seq.;
- b. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- d. National Environmental Policy Act of 1969, 42 USC 4312, et seq and HUD Environmental Review Procedures (24 CFR Parts 50 & 58).

12.2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

12.3. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

12.4. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

13. PROHIBITION AGAINST BUSINESS WITH IRAN, SUDAN OR FOREIGN TERRORISTS ORGANIZATIONS

Subrecipient warrants, covenants, and represents that Subrecipient is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

14. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract (whether set forth in law, regulation, rule, or executive order) shall be deemed to be inserted in this contract and the contract shall be read and enforced as though it were included in this contract, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party the contract shall be amended to make such insertion or correction.

15. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

16. SECTION HEADINGS AND SUBHEADINGS

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

17. WAIVER

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

18. ENTIRE AGREEMENT

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

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Executed on _____. *(date to be filled in by City Secretary)*

MKP CONSULTING - “Subrecipient”

M.K. (Peg) Purser, Owner

CITY OF LEAGUE CITY – “Grantee”

John Baumgartner, ICMA-CM, P.E., City Manager

Attest:

Diana Stapp, City Secretary

Approved as to Form:

Office of the City Attorney

Exhibit A

Subrecipient Proposal

(There are **27** pages for Exhibit A, including this page)

See Next pages



**Proposal to Provide
Professional Services for the
Contract Management of Program Year 2020
CDBG Program Activities in Response to
(RFP #20-PLAN-013)**



Submitted by
MKP Consulting

M. K. (Peg) Purser, Owner
MKP Consulting
8950 Shoreview Ln
Atascocita, TX 77346
281-812-5855 or 281-253-5343
mkpurser@mkpconsulting.com

August 7, 2020



Response to RFP #20-PLAN-013
Proposal to Provide Contract Management Services
for the City of League City's
PY 2020 HUD Community Development Block Grant

Table of Contents

This proposal is in response to the City of League City's RFP # 20-PLAN-013 – Contract Management of Program Year 2020 CDBG Program Activities. The PY 2020 funding year will begin October 1, 2020 and will continue through September 30, 2021. In addition, this proposal addresses the management activities for the new CDBG-CV funding which will be carried out as a separate program under CDBG during PY 2020.

TAB A – Forms

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Proposal Cost Sheet	3
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Proposal Cover Sheet

Due Date: Tuesday, August 4, 2020 by 3:00 p.m.

MKP Consulting

Name of Firm/Company

Margaret K. (Peg) Purser

Owner

Agent's Name (Please Print)

Agent's Title

8950 Shoreview Ln

Humble TX

77346

Mailing Address

City

State

Zip

281-812-5855

mkpurser@mkpconsulting.com

Telephone Number

Email Address

Authorized Signature

8/7/2020

Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- ☒ Proposal Cover Sheet
- ☒ Proposal (If hard copy submitted: one marked original, one marked copy)
- ☒ Flash Drive (If hard copy submitted marked: Vendor Name, No. 20-WW-011 Polyacrylamide Cationic Emulsion Liquid Polymer)
- ☒ Proposal Cost Sheet
- ☐ Bidder Certification and Addenda Acknowledgement, Addendum(s) if applicable
- ☐ Conflict of Interest Questionnaire (if required)
- ☐ Public Information Act Form
- ☐ References



Proposal Cost Sheet

Activity	Estimated CDBG/CDBG-CV Management Time and Costs		
	CDBG Hours	Cost/Hour	Total Cost
CDBG Activities			
Complete/Submit PY 2020 Environmental Review & RROF	40	\$ 150	\$ 6,000
Manage labor relations/Davis Bacon activities, including reviewing bid/contract, monitoring	40	\$ 150	\$ 6,000
Monitoring CDBG subrecipients, including reviewing all reimbursement requests and client data sheets, preparing for on-site monitorings, conducting on-site monitorings, preparing follow-up documentation and communication with subrecipients	50	\$ 150	\$ 8,250
Completing all HUD reports for CDBG and CDBG-CV, including CAPER, AAP, public notices, public comment periods, City Council presentation	160	\$ 150	\$ 24,000
Enter beneficiary data into IDIS, maintain IDIS client and financial reports	30	\$ 150	\$ 4,500
CDBG Total	320	\$ 150	\$ 48,000
CDBG-CV Activities			
Monitoring CDBG-CV subrecipient in tandem with CDBG monitoring, including reviewing all reimbursement requests and client data sheets, preparing for on-site monitoring, conducting on-site monitoring, preparing follow-up documentation and communication with subrecipient	10	\$ 150	\$ 1,500
Enter beneficiary data into IDIS, maintain IDIS client and financial reports	10	\$ 150	\$ 1,500
CDBG-CV Total	20	\$ 150	\$ 3,000
Bid Total	340	\$ 150	\$ 51,000



PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the proposal submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1 mkp Addendum #2 _____ Addendum #3 _____

Addendum #4 _____ Addendum #5 _____ Addendum #6 _____



CITY OF LEAGUE CITY, TEXAS

ADDENDUM NO. ONE (1)

July 20, 2020

Bid Proposal For: RFP 20-PLAN-013 Contract Management of PY 2020 CDBG Program Activities

The following clarifications, amendments, deletions, additions, revision and/or modifications are made a part of the contract documents and change the original documents only in the manner and to the extent hereinafter stated and shall be incorporated in the contract documents.

Provisions of this addendum shall take precedence over requirements of the original contract documents and all **PROPOSERS ARE REQUESTED TO ACKNOWLEDGE SAID PROVISIONS IN THE SUBMISSION OF THEIR BID.**

Addendum as follows:

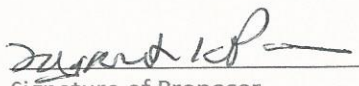
1. Change Proposal Submission Deadline to **Tuesday, August 11, 2020 @3:00 pm.**
Submitted proposals will be opened immediately following the due date and time.
2. Change Deadline for Submitting Questions to **August 4, 2020, by close of business.**

If you have any questions, please contact Purchasing Department at purchasing@leaguecitytx.gov.

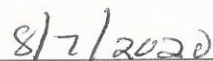
NOTE: ALL PAGES OF ADDENDA MUST BE SIGNED AND SUBMITTED WITH YOUR BID DOCUMENTS.

DocuSigned by:

ECB9E0335ED04D4...
Elizabeth Lopresti
Purchasing Manager



Signature of Proposer



Date



Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of League City are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

- ☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
- ☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: NONE ARE CONFIDENTIAL
and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: MKP Consulting

Signature: Margaret K. Purser Date: 8/7/2020

Print Name: Margaret K. Purser Print Title: Owner

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.

None - no business relationship

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

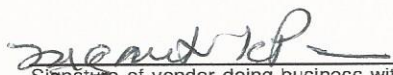
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ 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 entity

8/7/2020
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.



B. Qualifications & Experience

1. Firm Introduction and Summary of Organization

MKP Consulting is a sole proprietorship that was established by M. K. (Peg) Purser in February 1994. In the past 26 years, MKP Consulting has been serving municipalities and counties in a number of HUD-related activities, and non-profits in the development, management, and evaluation of programs that serve the low-income and disenfranchised populations.

As a sole proprietorship, MKP Consulting is managed by Peg Purser and has no employees. As needs arise, the firm does contract with other individuals or firms to work as subcontractors. However, at no time has the amount of work subcontracted out exceeded 10% of a contract. MKP Consulting will not utilize subcontractors for this project.

All activities are carried out at the firm's only office located at 8950 Shoreview Ln, Humble (Atascocita) Texas.

2. Firm's Organizational Chart



MKP Consulting has no staff and It is anticipated that no subcontractors will be needed to assist in carrying out the activities.

3. Project Manager and Others Proposed to be Involved

M. K. (Peg) Purser, firm owner, is expected to be the only individual involved in this project. No subcontractors will be necessary at this time. Purser's resume is attached at the end of this Tab.

4. Experience of the Firm, including experience in the past 60 months

MKP Consulting/Purser has extensive experience with HUD programs and has been assisting counties and municipalities with competitive and non-competitive HUD programs and entitlement programs since 1994. The following is a sampling of the types of related experience of Peg Purser, as owner of MKP Consulting:

- 1) *HUD and CDBG Experience:* Through MKP Consulting, owner Peg Purser has more than 26 years of experience working with HUD Community Planning and Development (CPD) programs, including 20 years managing CDBG programs for suburban Entitlement Jurisdictions. In 2000, she set up Sugar Land's first CDBG program and managed it for more than 6 years. In 2004, she set up League City's first CDBG program and continues to provide assistance in program management. In 2007, she set up Pearland's first CDBG program, providing full management until 2010 after training in-house staff to carry out all management activities. Through 2016, Purser continued to provide partial management services in collaboration with the Grants Coordinator for Pearland. Purser managed the Missouri City CDBG program from 2010 through 2016, when new staff was fully trained and able to carry out the duties. In addition to assisting League City, MKP Consulting currently provides CDBG management assistance to the City of Marshall and is a subcontractor for the management of the CDBG program in New Braunfels.

MKP Consulting/Purser has assisted other jurisdictions including Amarillo, Baytown, Brazoria County, Galveston, New Braunfels, Pasadena, Temple, Texarkana and Waco through interim technical assistance contracts. MKP Consulting/Purser and has developed:

- 28 Consolidated Plans;
- 12 Analyses of Impediments to Fair Housing Choice (former Fair Housing Plan format);
- 12 Assessments of Fair Housing (the new Fair Housing Plan template);
- More than 38 Annual Action Plans;
- More than 38 CAPERs; and
- More than 38 Environmental Reviews.

- 2) *Experience in the past 60 months*

MKP Consulting/Purser has worked with three municipalities for on-going CDBG management during the past five years, including having:

- Developed subrecipient applications, reviewed submissions and made funding recommendations to staff for three jurisdictions;
- Developed subrecipient contracts for two jurisdictions;
- Monitored several subrecipients for two jurisdictions;
- Reviewed subrecipient reimbursement requests for three jurisdictions;
- Maintained IDIS files for three jurisdictions;

- Managed 2 facility improvements, 3 infrastructure improvements, 3 housing rehabilitation projects and 3 code enforcement projects;
- Managed the Davis-Bacon, Section 3 and EEO compliance requirements and all of the HUD reporting related to labor relations for three jurisdictions;
- Completed 7 environmental reviews and submissions for two jurisdictions; and
- Amended HUD-approved Policies and Procedures Manuals, Citizen Participation Plans and Section 3 Plans for 6 jurisdictions; and
- Completed all HUD required documents, including 5 Consolidated Plans, 9 Annual Action Plans, 8 CAPERs, 5 Fair Housing Plans and 5 semi-annual and annual labor-relations forms.
















C. Project Methodology

1. Project Timeline

The timeline for the activities is dependent upon the required submissions to HUD as well as the City's timeline for activities that have no specified due date. Below is a summary of the general tasks to be undertaken based on current federal and local deadlines and time frames.

Project Timeline by Major Activity

(Note that certain timeframes are dependent upon timing of decisions by City staff)

Activity	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	8/21	9/21
Set up PY 2020 Activities in IDIS												
Complete PY 2020 Environmental Review, including preparing notifications and submitting Request for Release of Funds												
Develop reimbursement request and client data reporting templates for subrecipients												
Meet with Subrecipients to provide contract & reporting templates, & discuss procedures & regulations	*											
Complete Annual and Semi-annual labor relations forms	*											
Assist in the management of the infrastructure projects, including Davis-Bacon Compliance, including reviewing weekly certified payrolls & employee interviews												
Assist in managing subrecipients' activities & reimbursements for both CDBG and CDBG-CV												
Develop any Consolidated Plan or Annual Action Plan amendments required for receiving additional CV, DR, MIT funds												
Develop/submit PY 2019 CAPER			*									
Develop/submit all performance reports for CDBG-CV					*					*		
Monitor subrecipients at least once						*					*	
Develop subrecipient application for PY 2021 AAP & conduct pre-application workshop						*						
Conduct Public Hearings for PY 2021 AAP					*				*			
Review applications and develop funding recommendation for PY 2021												
Develop PY 2021 Annual Action Plan, including public notices, public hearings, submission in IDIS											*	
Begin PY 2021 Environmental Review Record												

2. Number of personnel, skill set, and total hours

Peg Purser will be the sole person working on the activities. Her more than 40 years of HUD experience along with her writing and GIS capabilities provide the skill sets required for completing the tasks. Purser began working with HUD programs at the City of Houston when CDBG was first established and has worked in the arena since. She has taught graduate classes in demographics and computer usage for public administrators (including GIS and data analysis) through University of Houston. In addition, Purser has successfully crafted more than \$40 million in competitive federal grants for various clients and understands federal language and requirements. She has managed CDBG programs, including the financial management, project management and program administration for the past 20 years.

It is estimated that the tasks outlined above will require approximately 340 hours for MKP Consulting to complete between the CDBG (320 hours) and CDBG-CV (20 hours) activities. The CDBG and CDBG-CV time will be recorded separately for compliance with HUD and City accounting practices. It is anticipated that the City staff will be required to expend approximately 115 hours per year on general CDBG and CDBG-CV management, including processing payments, drawing funds from the U.S. Treasury and working with the City Manager, City Councilmembers, and other City staff. The Project Management team for City's capital improvement projects that will be funded in part with CDBG funds will contribute oversight hours for the projects. Depending on the division of funds between City and CDBG funds, the CDBG share of the Project Management activities may total approximately 300 hours, not to be billed to the CDBG program.

Estimated Time/Cost Per Activity for MKP Consulting, Staff, and City's Direct Costs

(Based on \$150/hour for MKP Consulting – including all expenses –
and an average of \$50/hour for City Staff)

Activity	Estimated CDBG/CDBG-CV Management Time and Costs				
	CDBG Hours	Cost/Hour	Total Cost	Staff Hours	Staff Costs @ \$50/hr
CDBG Activities					
Complete/Submit PY 2020 Environmental Review & RROF	40	\$ 150	\$ 6,000	10	\$ 500
Manage labor relations/Davis Bacon activities, including reviewing bid/contract, monitoring	40	\$ 150	\$ 6,000	10	\$ 500
Monitoring CDBG subrecipients, including reviewing all reimbursement requests and client data sheets, preparing for on-site monitorings, conducting on-site monitorings, preparing follow-up documentation and communication with subrecipients	50	\$ 150	\$ 7,500	20	\$ 1,000
Completing all HUD reports for CDBG and CDBG-CV, including CAPER, AAP, public notices, public comment periods, City Council presentation	160	\$ 150	\$ 24,000	15	\$ 750
Enter beneficiary data into IDIS, maintain IDIS client and financial reports	30	\$ 150	\$ 4,500		\$ -
Conducting Financial Drawdowns in IDIS				20	\$ 1,000
Oversee CDBG Consultant				8	\$ 400
Oversee construction projects by Planning Department				20	\$ 1,000
CDBG Total	320	\$ 150	\$ 48,000	103	\$ 5,150
CDBG-CV Activities					
Monitoring CDBG-CV subrecipient in tandem with CDBG monitoring, including reviewing all reimbursement requests and client data sheets, preparing for on-site monitoring, conducting on-site monitoring, preparing follow-up documentation and communication with	10	\$ 150	\$ 1,500	5	\$ 250
Enter beneficiary data into IDIS, maintain IDIS client and financial reports	10	\$ 150	\$ 1,500		
Conducting Financial Drawdowns in IDIS				7	\$ 350
CDBG-CV Total	20	\$ 150	\$ 3,000	12	\$ 600
Grand Total Estimates	340	\$ 150	\$ 51,000	115	\$ 5,750

3. Work Plan and Methodology/Scope of Work

- 1) General (October 2020 – September 2021): Throughout the year, MKP Consulting will be responsible for complying with all federal regulations, deadlines, and public participation. Additionally, Purser will be available at all times to answer questions from the City staff, elected officials, subrecipients, and the public. Purser will review all subrecipient reimbursement requests, monitor subrecipients at least once during the program year, review all IDIS reports and

enter all beneficiary data into IDIS for each activity. Purser will report to City staff the status of spending and achieving goals throughout the year.

2) Consolidated Annual Performance and Evaluation Report (CAPER) (October 2020 – December 2020): MKP Consulting will complete the PY 2019 CAPER that details the performance and goals met in PY 2019. All back-up documentation will be gathered and provided to the City for filing. The CAPER activities include working with the subrecipients and in-house departments to ensure that all of the beneficiary data and activities completed are correct; all payments are correct; and all special accomplishments are provided. In addition, Purser will complete the Financial Summary forms and verify that the information provided in IDIS, the calculations for the forms, and the City's accounts agree. For this CAPER, it is anticipated that extra information will be needed concerning the progress made and funds expended in utilizing the CDBG-CV (COVID-19) funds. The document must be available for at least 15 days for public comment and is due in the HUD IDIS system and in paper form to HUD by December 29, 2020.

3) Environmental review process (October 2020, September 2021): The first task of the new program year is to conduct environmental reviews for all HUD activities for which environmental reviews have yet to be completed. The PY 2020 process will be completed in October 2020 and the PY 2021 process will begin in September 2021, during the last month of the PY 2020 program year. These activities include:

- Determining the type of review – exempt, categorically excluded (CE) converting to exempt, categorically excluded (CE) not converting to exempt, requiring an Environmental Assessment (EA), or requiring an Environmental Impact Study (EIS);
- If an EIS is required, MKP Consulting will assist in the selection of a City-approved certified environmental firm;
- Developing the review which includes completing the HUD forms and required back-up documentation or entry into the new not-yet-mandatory HUD HEROS on-line system;
- Developing letters to relevant governmental and tribal entities for feedback on the projects and their environmental impact;
- Developing a public notice for public review of the ERR – a combined Notice of Intent to request approval (NOI) and Notice of Finding of No Significant (FONSI) Impact;
- Preparing the Request for the Release of Funds (RROF) to be sent to HUD at least 18 days after the public notice and at least 24 hours after the end of the public comment period.

As part of the ERR, Purser will develop the required demographic, geographic, and environmental data and maps that will be necessary for analysis and as back-up documentation to the letters and submission to HUD.

4) Labor Relations/Davis Bacon Act Compliance (October 2020 – September 2021): During the term of the contract, Purser will complete the Semi-annual Labor Standards, Annual Minority & Women-owned Business Report, and Section 3 Compliance forms for HUD. Reports are due in October and April, however overseeing construction projects is year-round.

Additionally, with the specific projects that fall under the Davis Bacon Act, including non-residential construction, rehabilitation, or modification projects, Purser will:

- Work with City staff to develop the bid requirements including the bid packets with the required federal language and public notices;
- Assist in the selection process, including ensuring to the extent possible that Section 3 firms or individuals have been solicited and considered;
- Assist in the development of contracts with the required federal language;
- Assist in the pre-award conference;
- Ensure that all labor-related posters, in English and Spanish, are in a visible location at the site or staging area;
- Ensure that an appropriate sign is posted at the site stating that federal funds are being used;
- Review weekly certified payrolls for accuracy and compliance with the Davis Bacon Wage Rates: and
- Assist in the interviewing of employees to ensure no discrepancies in payment and no coercion has occurred.

5. PY 2021 Preparation (February 1, 2021– August 16, 2021): The City must submit an Annual Action Plan (AAP) in the IDIS eCon Planning Suite by August 16, 2021. Purser will manage the process for the development and submittal the Annual Action Plan.

- In February of 2021, Purser will develop and release the PY 2021 application for subrecipient funding and will be available to provide 1-on-1 assistance to any prospective applicant.
- MKP Consulting will host a pre-application training in conjunction with the first public hearing for the AAP.
- In March, MKP Consulting will receive and review all applications and Purser, complete the review checklist, make funding recommendations to staff for public service activities, and work with the staff to finalize selection of non-public service projects.
- During May, Purser will develop the Annual Action Plan draft for the review by City staff. The draft plan will be posted on the City website in mid- to late June and interested parties will have 30 days to comment.
- MKP Consulting will host a second public hearing during the public comment period.
- Purser will complete all required federal forms, including the SF424, SF424D, and CDBG certifications for the Mayor's or City Manager's signature.
- In late July, the final AAP will be presented to City Council for approval.
- Once approved, Purser will enter the plan into the on-line IDIS system and submit it to HUD for review and approval. As part of the process, Purser will develop the public notices to post in the general circulation paper(s), City Hall, the City's website and social media.

6. Monitoring of Subrecipients (February 2021 – August 2021).

- With every reimbursement request, MKP Consulting will review the financial forms and back-up documentation and the client data for compliance, errors and completeness.

- Purser will conduct an on-site monitoring at least once during the year for each subrecipient, and twice a year with any new subrecipients or subrecipients that appear to be falling short of compliance or goals. On-site monitoring will consist of MKP Consulting reviewing the client data reports and selecting approximately 10% of clients whose files will be randomly reviewed. She will review the financial information for any areas that need to be addressed in person. A letter will be sent to the subrecipient detailing all contractual aspects that will be reviewed and providing the list of random clients for which complete client files will be reviewed. At the end of the monitoring, Purser will give a preliminary summary on the results. A letter will be sent within 14 days detailing the final results, listing any concerns with remedies to be implemented, listing any findings that could cause loss of funds or termination of contract, with remedies to be implemented. Subrecipients will be given 14-30 days to respond to the post-monitoring letter. Purser will be available to advise and assist the subrecipients in complying with the post-monitoring letter.

4. Strategies and methods

The general strategies and methodology by which the work will be performed are described above in section 3c. Specific methods by which the work will be performed include:

Report Preparation: MKP Consulting will create a final documents and reports, including graphics and maps for review by City staff. The documents will be developed using the HUD format of questions/answers. Upon approval of staff and a vote, when appropriate, by City Council, the documents will be prepared for U.S. Department of HUD. The Annual Action Plan and CAPER will be entered into the HUD IDIS system and submitted along with a PDF version and original signed documents to the City's HUD representative.

Environmental Review Record: MKP Consulting will complete of required environmental review forms either in Word or on-line at the HUD HEROS site for each of the proposed activities. The documents will be signed by Peg Purser, as the preparer, and by a City staff member, as the responsible entity, and maintained at the City. Letters will be created by Purser and sent by the City staff to governmental and tribal entities requesting comment on the projects. At least 30 days notice will be given for those receiving the letters to reply. During those 30 days, Purser will develop the combined public notice – Notice of Intent to apply/Finding of No Significant Impact (NOI/FONSI) as well as the Request for Release of Funds. The City will post the notices in the newspaper, at city hall, on the website and on social media. After the public comment period of no less than 18 days, the City will submit the RROF to HUD for approval for any infrastructure or construction project. Public services and Administration or any other except or converting to exempt projects do not need a Request for Release of Funds.

Public Participation: MKP Consulting will spearhead the public participation activities, including a public hearing at the start of the planning process for the PY 2021 Annual Action Plan and during the 30-day public comment period when the draft plan has been completed and available for review. Purser will provide all of the public notices for the City staff to submit to the newspaper, post at City Hall, upload to the website and post on Facebook. MKP Consulting will host both public hearings at a convenient location within League City. Along with the first

public hearing, Purser will conduct a pre-application workshop for all non-profits interested in applying for CDBG funds

Construction-related Activities: MKP Consulting will work with the City in developing the bid packets for the construction projects related to CDBG. Purser will ensure that all federally required language, including Section 3 requirements and Davis Bacon wage rates are included in the bid packet and contracts. The City will release the bid packet with the detailed information required. Purser will assist in the creation of a public notice for the bid(s). She will be available for the pre-bid workshop, review/ranking of the bids, and the pre-award conference. Also, she will provide to the City the considerations in ranking that are required by HUD and the information required to be shared in the pre-award conference. Purser will assist the City in developing the contracts ensuring that the City's boilerplate requirements and HUD's requirements are included.

Once the contract(s) has/have been executed Purser will assist the City in producing the proper signage indicating the use of federal funds on the project and will ensure that the contractor(s) has/have the proper labor posters posted in English and Spanish at the job site(s) or staging area(s). During the actual construction work, City staff will conduct on-site employee interviews and, Purser will review the interview results. She will receive/review each certified weekly payroll and compare wages to the Davis Bacon Wage Rates and to the wages reported by employees in their interviews. She will keep a summary log of all paid employees for each payroll and report any errors or omissions to the appropriate City and contract staff.

General strategies and methods: MKP Consulting conducts most of its business from its office in Atascocita, east of Houston. No office space at the City will be required. However, Purser will be available for on-site work as needed. During the actual construction phase(s) for the infrastructure or facility project(s), Purser will be on-site as needed. Purser will conduct at least two public hearings and will attend all Council meetings and staff meetings required. All other communication will be conducted via email, telephone or virtual media such as Zoom.

5. Responsibilities of MKP Consulting and City of League City

The table below delineates the division of responsibilities between MKP Consulting and City staff, including individual responsibility and joint responsibility.

Duties/Responsibilities	MKP Consulting	City Staff
Public Participation		
Create Public Notices in English	✓	
Create Public Notices in Spanish		✓
Post Notices in newspaper(s)		✓
Post Notices in local places		✓
Submit PSAs and post info on LCTV16 and/or on Facebook		✓
Reserve locations for Public Hearings		✓

Conduct Public Hearings	✓	
Review posted sites for comments	✓	
Annual Action Plan		
Develop subrecipient application	✓	
Receive, review, rate applications	✓	
Provide recommendations for funding	✓	
Discuss final funding plan	✓	✓
Develop Annual Action Plan	✓	
Develop Consolidated Plan Amendment if needed	✓	
Present final plans to City Council	✓	✓
Enter plan elements into IDIS/eCon	✓	
Environmental & Labor Relations		
Develop the Environmental Review Record	✓	
Determine if ERR should be entered into non-mandatory HEROS system	✓	
If EIS is required, secure appropriate firm		✓
Provide letter templates and addresses to send for review	✓	
Send letters		✓
Receive feedback		✓
Create public notice (NOI/FONSI)	✓	
Publish notice		✓
Create Request for Release of Funds document	✓	
Submit RROF to HUD		✓
Complete semi-annual and annual labor reports	✓	
Develop bid documents	✓	✓
Conduct pre-bid workshop	✓	✓
Review bids/select contractors	✓	✓
Develop Contract(s)	✓	✓
Conduct pre-award conference	✓	✓
Receive/review certified weekly payrolls	✓	
Conduct employee interviews		✓
Construct/post signage for projects		✓
Ensure signage & labor posters are placed & visible	✓	
CAPER		
Ensure all beneficiary data and financial data are correct in IDIS	✓	
Close out all completed projects	✓	
Ensure that the financials in IDIS, working spreadsheets and City documents agree	✓	✓
Develop the CAPER Narrative	✓	
Develop the Financial Summary and ancillary financial forms	✓	
Review/edit CAPER		✓
Create public notice	✓	
Publish public notice		✓

Enter CAPER into IDIS	✓	
Send paper version to HUD representative		✓
Special Projects		
Review all regulations, reports, guides that are provided for the use of special project funds such as those resulting from various emergency or disaster preparedness, prevention, or mitigation	✓	
In the event that additional funds are released to League City through HUD, develop all necessary plans, reports and documentations required	✓	
Submit documents in IDIS and/or in paper format	✓	✓
When appropriate, work with Grants Administrator to ensure that no federal benefits are duplicated and no gaps are left when combining special funds	✓	



D. Pricing and Fees

This proposal has established an estimated 320 CDBG hours and 20 CDBG-CV hours to complete the tasks. At \$150/hour, the contracted fee would not exceed \$48,000, or 53% of the allowable CDBG administrative costs, and \$3,000, or for the CDBG-CV hours, or 11% of the allocated CDBG-CV administrative costs, or 5.7% of the allowable CDBG-CV administrative costs. The total proposed bid is \$51,000.

MKP Consulting charges \$150 per hour which includes all labor, overhead, profit, travel within 100 miles of Atascocita Texas, and all other direct expenses. Any out of town travel will be invoiced at the federally accepted rates for lodging, per diem, and mileage or air travel.

It is MKP Consulting's understanding that the fees will be expended from the CDBG and CDBG-CV allocation under program administration. As a result, for PY 2020, there is a federally mandated cap of \$90,063 that can be expended for the CDBG activities and \$52,080 for CDBG-CV activities. If additional CDBG-CV funds are received, the 20% cap on new funds will be eligible for administration. MKP Consulting is bidding considerably less than the caps to ensure in-house funds are available for City staff and direct costs. It is the firm's desire to provide the highest quality product within the City's allowable expenditure and is open to negotiation.

MKP Consulting works on a capped price contract, meaning that the invoices will not exceed the contracted amount, but will be based on actual labor hours and may result in less than the amount contracted. In the event that MKP Consulting is reaching the maximum fee of the contract prior to 60 days before the end of the contract period, the firm may request a contract amendment for up to 10% of the original amount.

Below is a summary of the pricing and bid and is shown on the Proposal Cost Sheet and above in TAB C. on page 14.

Activity	Estimated CDBG/CDBG-CV Management Time and Costs		
	CDBG Hours	Cost/Hour	Total Cost
CDBG Activities			
Complete/Submit PY 2020 Environmental Review & RROF	40	\$ 150	\$ 6,000
Manage labor relations/Davis Bacon activities, including reviewing bid/contract, monitoring	40	\$ 150	\$ 6,000
Monitoring CDBG subrecipients, including reviewing all reimbursement requests and client data sheets, preparing for on-site monitorings, conducting on-site monitorings, preparing follow-up documentation and communication with subrecipients	50	\$ 150	\$ 8,250
Completing all HUD reports for CDBG and CDBG-CV, including CAPER, AAP, public notices, public comment periods, City Council presentation	160	\$ 150	\$ 24,000
Enter beneficiary data into IDIS, maintain IDIS client and financial reports	30	\$ 150	\$ 4,500
CDBG Total	320	\$ 150	\$ 48,000
CDBG-CV Activities			
Monitoring CDBG-CV subrecipient in tandem with CDBG monitoring, including reviewing all reimbursement requests and client data sheets, preparing for on-site monitoring, conducting on-site monitoring, preparing follow-up documentation and communication with subrecipient	10	\$ 150	\$ 1,500
Enter beneficiary data into IDIS, maintain IDIS client and financial reports	10	\$ 150	\$ 1,500
CDBG-CV Total	20	\$ 150	\$ 3,000
Bid Total	340	\$ 150	\$ 51,000



E. References

Below is a list of six references, for which MKP Consulting has provided similar services in the past 5 years. Any or all may be contacted for referrals.

Gary W. Smith, City Attorney

City of Richmond (formerly with Missouri City during MKP Consulting's Missouri City contract)

402 Morton Street

City of Richmond, Texas 77469

281-342-5456-direct

832-493-0652-cell

gsmith@richmondtx.gov

MKP Consulting/Peg Purser managed the Missouri City CDBG program under Gary Smith from 2010 through 2016. The activities included general program management, overseeing Davis Bacon regulations, conducting Environmental Reviews, developing Consolidated and Fair Housing Plans along with Annual Action Plans and CAPERs, revamping policies and procedures, and assisting the staff in serious mismanagement issues prior to Smith and Purser stepping into their respective roles.

Wes Morrison, Director of Planning and Development

City of Marshall

P.O. Box 698

Marshall, TX 75670

903-935-4456

Morrison.wes@marshalltexas.net

MKP Consulting/Peg Purser has been providing technical assistance and document preparation (Consolidated Plans, Annual Action Plans, CAPERs, ERRs) for Marshall since 2014 and formerly reported to Morrison on League City's CDBG program prior to his relocating to Marshall

Kris Carpenter, Planning Manager

City of League City

500 W. Walker

League City, TX 77535

281-554-1098

Kris.carpenter@leaguecitytx.gov

MKP Consulting/Peg Purser managed the League City CDBG program at varying levels of involvement since 2004, including under Kris Carpenter since he replaced Wes Morrison in 2014

Chris Chavis, Community Development Manager

City of Baytown
2401 Market St.
Baytown, TX 77520
281-420-5397

Christopher.Chavis@baytown.org

MKP Consulting/Peg Purser has been providing pro bono technical assistance and contracted Consolidated Plan development for Baytown since 1999. She has reported to Tiffany Foster (retiring August 15, 2020) and June Tyler (retired 2019) and now reports to Chris Chavis.

Nancy Friudenberg, Program Director

Brazoria County
Community Development & Welfare
1524 East Mulberry, Suite 162
Angleton, TX 77515
979-864-1860

nancyf@brazoria-county.com

MKP Consulting/Peg Purser has been providing pro bono technical assistance and contracted Consolidated Plan and Fair Housing Plan development for Brazoria County since 2005, and has just completed her fourth Consolidated Plan and Fair Housing Plan for Brazoria County. She has reported to Nancy Friudenberg during the entire tenure.

CITY OF LEAGUE CITY
RELIGIOUS/FAITH-BASED ORGANIZATION CERTIFICATION

In addition to, and not in substitution for, other provisions of this agreement regarding the provision of Community Development Program activities pursuant to the Community Development Block Grant Program, the Contractor:

- 1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes.
- 2) Agrees that, in connection with such community development activities and operational costs:
 - a. It will not discriminate against any persons seeking community development services and/or related services on the basis of religion or religious belief; and
 - b. It will not use CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

Not a religious organization:

Signature

Date

Printed Name and Title

A religious or faith-based organization and agree to follow terms above:

Signature

Date

Printed Name and Title

**CITY OF LEAGUE CITY
DRUG-FREE WORKPLACE ACT CERTIFICATION**

1. Applicant certifies that it shall provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the company's policy of maintaining a drug-free workplace;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee shall:
 - (1) abide by the terms of the statement; and
 - (2) notify the employee's employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
 - (e) Notifying City within ten (10) days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. Applicant's headquarters are located at the following address. The addresses of all other workplaces, if any, shall be provided on an accompanying list.

Street Address: _____

City: _____ County: _____ State: ____ Zip Code: _____

SIGNED BY:

Signature

Date

Printed Name and Title

**CITY OF LEAGUE CITY
CONFLICT OF INTEREST STATEMENT**

The conflict of interest provisions will apply to any person who is an employee, agent, consultant, officer, elected or appointed official of the recipient, of any designated public agencies, or sub recipients that are receiving CDBG funds.

	Yes	No
A. Are you or any staff members a City of League City employee?	_____	_____

B. Are you or any staff members elected officials with the City of League City or beneficiaries of the CDBG program, related to anyone employed by the City of League City, related to elected officials of League City or to someone who benefits from the CDBG program?	_____	_____
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If yes, please list below.

<u>Name</u>	<u>Relationship</u>
_____	_____
_____	_____
_____	_____
_____	_____

C. Does your organization do any other business with any person or department with the City of League City?	_____	_____
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If yes, please list below.

<u>Name</u>	<u>Department</u>
_____	_____
_____	_____
_____	_____

Signature

Date

Printed Name and Title

**CITY OF LEAGUE CITY
ANTI-LOBBYING STATEMENT**

The anti-lobbying provisions will apply to any person who is an employee, agent, consultant, officer, elected or appointed official of the subrecipient that is receiving CDBG funds.

Applicant certifies that:

1. No Federal funds have been paid or will be paid, by or on behalf of the applicant agency, to any person for influencing or attempting to influence an officer or employee of the awarding of any Federal, state or municipal contract, the making of any Federal or municipal grant, the making of any Federal or municipal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal, state or municipal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal or municipal agency/department, Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, Mayor, City Council member, or employee of the Mayor or a City Council member in connection with this application, contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subcontractor awards at all tiers.

Signature

Date

Printed Name and Title

**CITY OF LEAGUE CITY
SECTION 3 STATEMENT**

1. The Subrecipient agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. Subrecipient understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any sub-Subrecipients. Failure to comply with these requirements shall subject the Grantee, the Subrecipient and any sub-Subrecipients, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart O. The Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

2. The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
3. The Subrecipient shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-Subrecipient is in violation of regulations issued by the Grantee. The Subrecipient will not subcontract with any sub-Subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the sub-Subrecipient has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

Signature

Date

Printed Name and Title

**CITY OF LEAGUE CITY
OTHER CDBG-RELATED CERTIFICATIONS**

Overall Benefit: The agency certifies that the CDBG funds awarded by the City of League City will be used only for the benefit of League City residents – those residing within the actual City Limits of League City – and that at least 90% of those receiving benefit are low- to moderate-income.

Compliance with Anti-discrimination laws: The programs funded in part or totally by CDBG will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-3619, and implementing regulations, as amended.

Affirmatively Furthering Fair Housing: The agency will take appropriate actions when applicable to overcome the effects of any impediments identified through the City's Analysis of Impediments to Fair Housing Choice and the City's Fair Housing Plan, and maintain records reflecting the actions taken.

Anti-displacement and Relocation Plan: In the event that the agency conducts housing acquisition, demolition or rehabilitation with CDBG funds that require the relocation of residents, the agency will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan as required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the League City CDBG program.

Lead-Based Paint: Any activities concerning lead-based paint will comply with the requirements of part 34, subparts A, B, J, K and R of Title 24 of the Code of Federal Regulations.

Compliance with Laws: The agency will comply with all applicable local, state and federal laws.

Signature

Date

Printed Name and Title

Eligible Income Limits (8/2018)

These limits will be updated by HUD prior to the start of the program year

Household Size	Maximum Income to be Eligible
1	\$41,950
2	\$47,950
3	\$53,950
4	\$59,900
5	\$64,700
6	\$69,500
7	\$74,300
8+	\$79,100