



HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

Adrienne M. Holloway, Ph.D.

Executive Director

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COVID-19

August 16, 2021

County Judge Hidalgo and
Commissioners Ellis, Garcia, Ramsey, and Cagle

AGENDA LETTER

Please consider the following item on the Commissioners Court Agenda for August 24, 2021:

Approval of the attached one-year Agreement, prepared by the County Attorney, between Harris County and Lone Star Legal Aid which is a part of the Eviction Defense Coalition whose other members include South Texas College of Law Houston, Earl Carl Institute for Legal and Social Policy, University of Houston Law Center, and Houston Volunteer Lawyers, to administer the Harris County COVID-19 Housing and Legal Services program in support of legal services for renters impacted by the COVID-19 pandemic in the amount of \$1,000,000 funded by COVID Response and Recovery Funds, approved by Commissioners Court on November 10, 2020.

Thank you for your assistance with this request.

DocuSigned by:

Adrienne Holloway

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Adrienne M. Holloway, Ph.D.,
Executive Director

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Harris County Community Services Department

EXECUTIVE SUMMARY

Agreement for Services

August 24, 2021

The County anticipates an increased number of evictions, especially for non-payment of rent due to household financial losses related to the COVID-19 pandemic and the lift of the National Center for Disease and Control (CDC) eviction moratorium. Accordingly, it has determined that to maximize the impact of its COVID-19 rental assistance fund, making economic development short-term, non-cash, in-kind emergency disaster relief in the form of consulting, referral, legal, and other related legal services directed to cure legal needs due to COVID-19 for qualifying applicants in Harris County, Texas will further the objectives of the County, benefit the County and its residents, and serve the broader purpose of protecting the health, safety, and economic welfare of Harris County, Texas residents.

Further, assistance provided through this agreement will aid the economy by reducing the number of people who lack shelter to help the local economy, tax base, and public health in a time when protecting the health of the whole community may require social distancing, limitations on resident activities, and the ability for residents to shelter in place, and by stimulating and encouraging business and commercial activity in the County caused by the COVID-19 pandemic.

On November 10, 2020, Commissioners Court approved an order allocating \$1,000,000 of CARES funds to support efforts to increase access to justice for renters at risk of eviction. Accordingly, Harris County Community Services Department requests approval to contract with Lone Star Legal Aid and the remaining members of the Eviction Defense Coalition to provide eviction prevention services to qualified residents of Harris County.

AGREEMENT BETWEEN HARRIS COUNTY, TEXAS AND LONE STAR LEGAL AID

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (“Agreement”) is made and entered into by and between Harris County, Texas (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Community Services Department (the “Department”), and Lone Star Legal Aid. A Texas non-profit corporation (“Contractor”). The County and Contractor are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

Pursuant to the authority granted under Article 3, Section 52-a of the Texas Constitution, the Texas Legislature has determined through Section 381.004(b)(1), (3) and (4) of the Texas Local Government Code that a public purpose is served by a county stimulating business and commercial activity by developing and administering a program for: state and local economic development, for stimulating, encouraging and developing business location and commercial activity, and promoting and advertising a county in order to attract visitors and businesses, and a county commissioners court may make distributions of public money through such program. Additionally, or alternatively, the Texas Legislature has determined through Section 81.027 of the Texas Local Government Code that a commissioners court may provide for the support of paupers. Additionally, or alternatively, the Texas Legislature has determined through Section 381.003 of the Texas Local Government Code that a commissioners court may administer or otherwise engage in community and economic development programs authorized under any federal law creating community and economic development programs.

Lone Star Legal Aid is a member of the Eviction Defense Coalition whose other members include South Texas College of Law Houston, Earl Carl Institute for Legal and Social Policy, University of Houston Law Center, and Houston Volunteer Lawyers (collectively, the “Coalition”). Other Coalition members shall constitute subcontractors under this Agreement. The Coalition currently provides consulting, referral, legal, and related services to vulnerable Harris County, Texas residents, including services related to eviction defense for low-income residents. The Coalition members have proven track records of quickly and efficiently serving vulnerable Harris County, Texas residents during and impacted by previous emergency situations and unforeseen economic conditions;

The County anticipates an increased number of evictions, especially for non-payment of rent due to household financial losses related to the COVID-19 pandemic and the lift of the National Center for Disease and Control (CDC) eviction moratorium;

The County has determined that making economic development short-term, non-cash, in-kind emergency disaster relief in the form of consulting, referral, legal, and related services to aid

vulnerable residents of Harris County, Texas, will further the objectives of the County, benefit the County and its residents, and serve the broader purpose of protecting the health, safety, and economic welfare of Harris County, Texas residents and economy by reducing the number of people who lack shelter to help the local economy, tax base, and public health in a time when protecting the health of the whole community may require social distancing, limitations on resident activities, and the ability for residents to shelter in place, and by stimulating and encouraging business and commercial activity in the County caused by the COVID-19 pandemic;

Pursuant to Section 381.004(c)(1) of the Texas Local Government Code, the County may contract with another entity, including a municipality, non-profit organization, or any other person, to administer a program for local economic development; and

The County, through approval and execution of this Agreement, hereby establishes a community and economic development program, pursuant to Section 381.004(b) and (h) of the Texas Local Government Code, Section 381.003 of the Texas Local Government Code, and/or Section 81.027 of the Texas Local Government Code, and administered by the Contractor, to address the increase of homelessness and housing instability during the COVID-19 public health crisis of Harris County, Texas in order to stimulate business and commercial activity for state and local economic development, promote and advertise the County in order to attract visitors and business, and encourage and develop business location and commercial activity in the County through a distribution of public money.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) GENERAL SCOPE OF SERVICES

- A) Contractor agrees to administer the Harris County COVID-19 Housing Legal Services Fund (“HLSF”) program (the “Program”), for the Department, as detailed herein and in the Scope of Services (the “Services”), attached hereto as Exhibit A and incorporated herein by reference. The County agrees to provide one million dollars (\$1,000,000.00) to be disbursed to the Coalition through the HLSF Program to provide consulting, referral, legal, and related services, including eviction defense, for low-income residents impacted by the COVID-19 Public Health Disaster, as detailed herein and in the Scope of Services. The amount allocated by Harris County shall be the Program Fund.
- B) The Parties agree that economic development for Harris County, Texas and assistance to paupers through participation in HLSF serves a public purpose.
- C) Contractor warrants and represents it will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.

- D) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning.
- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Contractor shall verify that each subcontractor it retains to perform Services pursuant to this Agreement will comply with Sections B, C, and E above. Contractor shall apply the terms and conditions indicated in this Agreement and the Scope of Services to subcontract work. Contractor shall at all times be responsible for the performance of its subcontractors. No term or agreement of Contractor's agreement with any subcontractor shall alter the terms and conditions of this Agreement. Contractor shall remain responsible for the work of its subcontractors.

2) INDEPENDENT PARTIES

- A) The Services performed by Contractor under this Agreement are performed by Contractor as an independent contractor. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Contractor shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Contractor has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Contractor.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT CONTRACTOR IS NOT AN INDEPENDENT CONTRACTOR, CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Contractor warrants that it will comply with all federal and state laws including but not limited to the Prompt Payment Act, in the payment of its workers.
- D) Contractor is solely responsible for the payment of wages and any applicable benefits to workers for Services performed for the County. Contractor shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the

applicable laws of the State of Texas.

THE COUNTY'S PAYMENT IS TO THE CONTRACTOR. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO CONTRACTOR'S WORKERS OR SUBCONTRACTORS. CONTRACTOR SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS

- E) Contractor's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan or any other benefit plan under this Agreement. Contractor and the workers furnished by Contractor shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County under this Agreement. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges under this Agreement. This Article shall survive the expiration or termination of this Agreement.
- F) The County is not responsible to Contractor or Contractor's workers for payment of any overtime compensation or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the *Texas Labor Code Ann.*, as amended.
- G) Contractor shall not have the authority to enter into contracts or agreements on behalf of the County.

3) TERM

The term shall be for a period beginning upon execution by the Parties and remain in full force and effect for twelve (12) consecutive months. At the County's option, this Agreement may be renewed on the same terms and conditions for one (1) additional one (1) year period ("Renewal Term"). Reporting obligations shall survive the term of this Agreement.

4) CONTRACTOR'S COMPENSATION

- A) Contractor agrees that no more than ten percent (10%) of the Program Fund shall be used for indirect costs, including administrative fees or overhead.
- B) Contractor shall not perform any Services until it receives a Purchase Order from the County. Any Services performed prior to the receipt of a Purchase Order shall be at the Contractor's sole expense.

5) TERMS OF PAYMENT

- A) Contractor shall submit to the Harris County Auditor a sworn invoice for the Program Fund amount to: Harris County Auditor, 1001 Preston 8th floor, Houston, Texas 77002. The invoice shall be in a form acceptable to the County Auditor and shall include such detail of the Services as may be requested by the County Auditor for verification purposes.
- B) After receipt of the invoice, County Auditor shall forward the invoice to the Department for review and approval with such modifications as may be deemed appropriate, and after review, the Department will return the invoice, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.
- C) In the event that the full Program Fund is not utilized or if uses are deemed to be ineligible by the County, Contractor shall return any s u c h Program Funds to the County within thirty (30) days of notification by the County of such repayment.
- D) In the event that the Agreement is terminated early by the County, Contractor shall provide the County with a final report of any unutilized Program Funds and such funds must be returned to the County within fifteen (15) days of termination. In no event shall total payments to Contractor exceed Contractor's Compensation as contained in Article IV(A).
- E) The Contractor understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Contractor in advance for any of the Services or deliverables.

6) LIMITATION OF APPROPRIATION

- A) Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Agreement, and the total maximum sum that the County shall become liable to pay to Contractor under this Agreement, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of the Program Fund, which cannot exceed One Million No/Dollars (\$1,000,000.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the

terms and provisions of this Agreement is limited to this sum.

- B) Contractor understands and agrees that the laws governing the letting of contracts for the County require the approval of the Harris County Auditor and his certification that funds are, or will be, available for the payment of the obligations created under the Agreement before such contracts become effective. Therefore, Contractor shall not proceed with any Services until such time that it receives a Purchase Order issued by the Harris County Purchasing Agent. Any Services performed by Contractor prior to its receipt of a Purchase Order are at Contractor's own expense.
- C) Contractor does understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Agreement is limited to this sum. When all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Agreement. If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor shall notify the County immediately.
- D) With regard to any renewal or extension of this Agreement, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, payment for any renewal or extension beyond this fiscal year is subject to the future allocation and certification of funds. County certifies that this Agreement will be payable from current revenues available to it.

7) TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Contractor expressly understands and agrees that the County shall release any and information necessary to comply with Texas law without the prior written consent of Contractor.
- B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Contractor for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished

to the County in reliance on any advice, decision or opinion of the Attorney General.

- C) In the event the County receives a written request for information pursuant to the Act that affects Contractor's rights, title to, or interest in any information or data or a part thereof, furnished to the County by Contractor under this Agreement, then the County will promptly notify Contractor of such request. Contractor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Contractor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Contractor is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. Contractor affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Contractor and agents acting on behalf of Contractor and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

8) TERMINATION

- A) Either Party may terminate this Agreement at any time by providing thirty (30) days' notice in writing to the other.
- B) Upon receipt of termination notice from the County, Contractor shall discontinue all Services in connection with the performance of this Agreement; provided, however, nothing herein shall abrogate any Contractor reporting requirements made on or prior to the date of termination of this Agreement. Contractor in discontinuing all Services shall be permitted to continue to provide legal services only to the extent necessary to comply with the Texas Disciplinary Rules of Professional Conduct and shall report to the County all such instances with nonconfidential information requested by the County regarding such attorney-client matters.
- C) Within thirty (30) days after receipt of notice of termination, Contractor agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.
- D) The County agrees to pay Contractor that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

- E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a “*Force Majeure Event*”), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure Event*, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- F) Agreement Transition. In the event the Agreement ends by either expiration or termination, Contractor shall assist in the transition until such time that a new contractor or County can be completely operational. Contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the County to ensure a smooth and timely transition to the replacement contractor or County. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

9) NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or Contractor at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Contractor: Lone Star Legal Aid
1415 Fannin
Houston, TX 77002
Attn: Sapna Aiyyer
Email: saiyer@lonestarlegal.org

South Texas College of Law Houston
1303 San Jacinto
Houston, TX 77002
Attn: Steve Alderman, General Counsel
Email: salderman@stcl.edu

Earl Carl Institute for Legal and Social
Policy
3100 Cleburne Street, Houston, TX 77004
Attn: Sarah Guidry
Email: sarah.guidry@tmslaw.tsu.edu

University of Houston Law Center
4604 Calhoun Rd., TUII Rm 56
Houston, TX 77204
Attn: Ryan Marquez
Email: rmmarqu2@central.uh.edu

Houston Volunteer Lawyers
1111 Bagby Street, Suite FLB300
Houston, Tx 77002
Attn: Anne Chandler
Email: Anne.Chandler@makejusticehappen.org

To the County: Harris County
1001 Preston, Suite 900
Houston, Texas 77002
Attn.: County Judge

Copy To: Harris County Community Services Department
8410 Lantern Point
Houston, TX 77054
Attn: Adrienne M. Holloway, Ph.D.
Email: Adrienne.holloway@csd.hctx.net

- B) Either Party may designate a different address by giving the other Party ten (10) days written notice.

10) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF CONTRACTOR, OR ANOTHER

ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL, PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONTRACTOR SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL.

COUNTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

11) INSURANCE REQUIREMENTS

- A) Contractor shall and all sub-contractors or non-profits implementing the Program, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements as specified in the Certificate of Accord, attached hereto as Exhibit B and incorporated herein by reference. Such insurance is to be provided at the sole cost of the Contractor. The requirements do not establish limits of Contractor's liability.
 - i) Upon request, certified copies of original insurance policies shall be furnished to the County.

12) COMPLIANCE AND STANDARDS

- A) Contractor represents and warrants that it is capable and willing to provide the Services called for in the Agreement and agrees to render the Services in accordance with the generally accepted standards applicable to the Services. Contractor shall use that degree of care and skill commensurate with the profession to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services and Contractor's performance to be rendered hereunder. Contractor represents that Contractor and its personnel are fully qualified to perform the Services and provide the deliverables described in this Agreement.

- B) Contractor agrees to keep confidential the contents of all its discussions with County officials and the contents of all County records and all other information obtained during Contractor's performance of Services under this Agreement. Contractor shall not release any confidential information unless the County, in writing, authorizes Contractor to release specific information to any third parties.
- C) Contractor shall not access any information it is not authorized to receive, nor shall Contractor copy, recreate, or use any proprietary information or Documents obtained in connection with this Agreement other than for the performance of this Agreement.
- D) Contractor shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Contractor copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.
- E) Contractor warrants and represents that it is not in breach of any other contract, obligation or covenant that would affect Contractor's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- F) Contractor warrants and represents that it is registered with the Texas Secretary of State to transact business in Texas, and is current on all state and local fees and taxes, including but not limited to Franchise Account Status of "in good standing" with the Texas Comptroller of Public Accounts.
- G) Contractor warrants and represents that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt.
- H) Conflict of Interest: Contractor warrants and represents to the County that it does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, Contractor warrants that no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission,

brokerage fee, gift, or contingent fee.

- I) Lobbying: Contractor shall not use County funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the Agreement term funding to Contractor exceeds \$100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- J) NO FEDERAL EXCLUSION
- i) Contractor warrants that neither Contractor nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:
 - a) is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or nonprocurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 - b) has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
 - ii) Contractor agrees to report immediately to the County if Contractor becomes an "Ineligible Person" during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an "Ineligible Person" during the term of this Agreement.
 - iii) Contractor warrants and represents that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Contractor must immediately notify the County of any such exclusion or suspension. Contractor warrants and represents that it is in

good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. Contractor warrants and represents that no person who has an ownership or controlling interest in Contractor's business or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any federal program.

- K) Subject to Contractor's and the Coalition's legal obligations and requirements to protect the attorney-client privilege and the confidential information of its clients, County and its designee shall have the right to conduct examinations, studies and audits of the services, payments, and efficiencies provided under this Agreement and County may make such examinations, studies, and audits at any time whether before or after payment. Contractor shall cooperate with such examinations, studies, and audits and provide County with such records, data, documents, including all of Contractor's backup and support data for billings, and Contractor shall provide access to such records, data, documents and personnel as are requested by County or the County Auditor. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit. This section shall survive termination of this Agreement.
- L) Whistleblower Protection Act: Contractor understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. Contractor shall insert the substance of this clause; paragraph M ("Whistleblower Protection Act"), in all subcontracts providing services under this Agreement.
- M) Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.
- N) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Ann. Chapter 2252 Subchapter F, Contractor warrants and represents that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Contractor does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

- O) Anti-Boycott. Contractor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Contractor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's signature on this Agreement constitutes Contractor's written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

13) APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or if applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.
- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

14) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) Neither Party agrees to binding arbitration or waiver of the right to a jury trial.

15) AUDIT RIGHTS

- A) Audit Rights. The Contractor shall cooperate to the fullest extent with any and all federal, state, local, or County audits related to this Agreement. The Contractor's cooperation shall include, but not be limited to access to all books, records, contracts, spreadsheets, correspondence, and documents, in whatever form, that are

applicable to this Agreement and requested by any federal, state, local, or County entity that has rights or jurisdiction over any part of this Agreement or the funds applicable to this Agreement. The County acknowledges that Contractor and Members of the Coalition are providing legal services and some documents may be subject to the attorney-client privilege or may contain protected client confidential information. The County will cooperate with Contractor in maintaining that privilege to the extent that any privileged documents or protected client confidential information are necessary for an audit.

- B) Record Retention. The Contractor agrees to retain within the boundaries of Harris County, for six (6) years after the expiration of this Agreement, all books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement. The Contractor will retain and make available and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the books, records, contracts, spreadsheets, correspondence, and documents applicable to this Agreement.

16) WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

17) SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

18) SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

19) CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

- C) When terms are used in the singular or plural, the meaning shall apply to both.
- D) When either the male or female gender is used, the meaning shall apply to both.

20) SUCCESSORS AND ASSIGNS

- A) The County and Contractor bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Contractor shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other, which will not be unreasonably withheld.

21) NO THIRD-PARTY BENEFICIARIES

- A) Neither Party is obligated or liable to any person other than the other Party for the performance of this Agreement.
- B) Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of either Party with respect to any third party.

22) EFFECTIVE DATE

The Effective Date of this Agreement will be the date the Agreement is approved by the Commissioners Court of Harris County.

23) ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

24) PUBLIC CONTACT

Contact with the news media, citizens of Harris County, Texas, or governmental agencies regarding Harris County funded work shall be the responsibility of the County. The Contractor may make public comment only in accordance with guidelines approved by Harris County and shall obligate its Program subcontractors to adhere to these guidelines, if any. Under no circumstances shall Contractor release any material or information developed in the performance of its Services without the express written permission of the County. This provision does not apply to any marketing or other necessary public contact detailed in the Scope of Services.

25) EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

LONE STAR LEGAL AID

HARRIS COUNTY

By _____

PAUL E. FURRH, JR.
CHIEF EXECUTIVE OFFICER

Date: _____

By: _____

LINA HIDALGO
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Christy Gilbert

Christy Gilbert
Assistant County Attorney
C.A. File 21GEN2028

Exhibit A
Scope of Services
(follows behind)

EXHIBIT “A” SCOPE OF SERVICES

- I. Program Overview: Harris County will fund the Harris County COVID-19 Housing and Legal Services program (the “Program”), to maximize the impact of its COVID-19 rental assistance fund by investing in consulting, referral, legal, and related services, including eviction defense, for Qualifying Applicants in Harris County, Texas, as outlined in Section II. The Coalition will provide administrative, consulting, referral, legal, and related services to the Program. The Program will offer short-term, non-cash, in-kind emergency disaster relief for Qualifying Applicants’ in the form of legal assistance including consultation, advice, direct representation and other related legal services directed to cure legal needs due to COVID-19. The program is designed to be nimble and responsive in order to provide financial relief and allow Qualifying Applicants to utilize the relief to help them survive during the crisis.

- II. The Program: Contractor and subcontractors will gather applications and supporting documentation from applicants and, based on the following terms, provide consulting, referral, legal, and related services to those applicants that qualify:

A. Program Allocation: The total sum allocated to fund this Program is \$1,000,000.00 and as specifically provided in the chart in the below Section II(A)(iv).

- i. No more than ten percent of funds provided to each Member, as defined herein, shall be used for administrative or indirect costs. Administrative costs do not include expenses for personnel, materials, supplies and other items that will be used directly to provide services for the program.

- ii. If any Member is an organization funded by the Legal Service Corporation (“LSC”), the Member shall not impose LSC restrictions that do not apply to non-LSC organizations or non-LSC funds if and when the Member provides any of the Program Funds to subcontractors, unless otherwise required by local, state, or federal law.

- iii. Sub-contractor will be independent contractors, and the primary Contractor will not supervise the work of such partners. Regardless of the relationship between the primary Contractor and subcontractor, the primary Contractor is responsible for compliance with the terms of this Agreement.

- iv. The Fund shall be apportioned to the Coalition as follows:

GRANT AMOUNT	\$1,000,000
Lone Star Legal Aid	\$670,000
South Texas College of Law	\$110,000

Houston Volunteer Lawyers	\$100,000
Earl Carl Institute	\$100,000
University of Houston Law Clinic	\$20,000

- v. In the event that a Coalition Member is unable to timely utilize the allocated funds, the Committee may reallocate unused funds to other Members. Nothing in this provision shall constitute a waiver of any duties or obligations of the Contractor, however, to properly expend funds, including but not limited to those provisions contained in Article 5 of this Agreement.
- B. Basic Terms: Short-term, non-cash, in-kind relief, in the form of legal assistance including, consulting, referral, legal, and related services, and other relief directed to cure the financial impact of the COVID-19 impact will be issued to Qualifying Applicants under the Program.
- C. Qualifying Applicant Criteria: The County has determined that resident applicants must satisfy certain criteria, defined below, in order to qualify for the Program:
 - i. Qualifying Applicant must be a resident of Harris County, Texas;
 - ii. Qualifying Applicant's total household income must be at or below 200% of the current Federal Poverty Guideline;
 - iii. [reserved for expansion].
- D. Prioritized Consideration for certain Qualified Applicants: The County has determined that Qualified Applicants who meet at least one of the following criteria will receive prioritized consideration:

A member of the Applicant's household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship during or due to the COVID-19 outbreak.
- III. Roles and Obligations: Each Party agrees to adhere to the roles and obligations below to accomplish the goals of the Program:
 - A. Administration: Contractor will provide consulting, referral, legal, and related services to Qualifying Applicants. Contractor will ultimately decide who qualifies as a Qualifying Applicant but agrees to adhere to the Qualifying Applicant Criteria.
 - B. Representative Committee: The Parties shall establish a Representative Committee (the "Committee") to promote collaboration throughout the Program's design and implementation. The Committee shall consist of one voting member representing each

Member participating in the Coalition, which includes Lone Star Legal Aid, South Texas College of Law Houston, Earl Carl Institute for Legal and Social Policy, University of Houston Law Center, and Houston Volunteer Lawyers, and one voting Harris County representative or designee selected by the Harris County Community Services Department.

- i. Whenever possible, the Committee shall make decisions by consensus, but when a consensus does not occur, the majority vote of the Committee members shall control.
- ii. If consensus cannot be reached, the Harris County representative may make final decisions on reporting requirements to the County. Reporting requirements shall not affect the delivery of legal services and will not ask for confidential or privileged information.
- iii. The Committee shall support the Coalition's tenant-focused mission, including centering on the needs and experiences of the tenant.
- iv. The Committee shall standardize Members' required reporting of outcomes and recommend a data strategy, including data collection standards, based on its review of the Program's design, effective methods of delivering outreach and educational materials in other languages in addition to English, including, Spanish, Vietnamese, Mandarin and Cantonese, and consulting, referral, legal, and related services to Qualifying Applicants.

C. Legal Services: Contractor will provide legal advice and counsel to Qualifying Applicants who are tenants at imminent risk of eviction.

- i. Each Member of the Coalition, which includes Lone Star Legal Aid, South Texas College of Law, Houston Volunteer Lawyers, Earl Carl Institute for Legal and Social Policy, and University of Houston Law Clinic (each a "Member") will each individually have the discretion to engage in some or all of the following activities to attain housing stability goals including but not limited to reduction in the number of eviction filings and eviction judgments:
 1. Advising tenants before evictions are filed when an imminent threat of eviction exists;
 2. Providing direct representation once an eviction has been filed and providing representation in appeals to County Court at Law;
 3. Providing direct representation, at the discretion of each Member, to include, when applicable, formal and informal negotiations, including mediation, to maintain tenancies or mitigate the chance that a tenant will experience a period of housing instability; and
 4. Providing community education and outreach in support and furtherance of the legal services provided to tenants.
- ii. Each Member of the Coalition may consider for itself the varying methodologies for delivery of services including but not limited to advice clinics, assignment of "lawyer of the day" on eviction dockets, mediation

clinics, etc.

- D. Referral Services: If a collaborative and coordinated intake system for potential Qualifying Applicants exists, then Coalition participants shall accept referrals from the eviction hotline phone number.
- i. Members will refer potential Qualifying Applicants to appropriate organizations based on needs of the applicant, eligibility of the applicant, and capacity of the Member.
 - ii. When applicable, Members will provide Qualifying Applicants who are tenants with a list of non-legal resources such as rental assistance and other social services they may qualify for in order to promote the health, safety and stability of the tenant.
 - iii. If a Member has a preexisting funding restriction that prevents it from serving particular tenants who are otherwise Qualifying Applicants, they must proactively identify such restrictions and coordinate with Committee representatives of other Members whose activities are not similarly restricted to ensure equal access to services to all low-income Harris County residents who are Qualifying Applicants.
 - iv. If a collaborative and coordinated intake system is not established, each Member will be responsible for managing its own outreach and intake processes.
 - v. The Community Services Department shall share a non-legal resource provider list.
- E. Outreach Services: Subject to Member availability, Members will conduct community outreach and education services to make the Program known to potential Qualifying Applicants through activities such as community partnerships, outreach events, court-issued citations (to the extent of court participation), written and online materials, the United Way's 2-1-1 hotline, the State Bar of Texas hotline, and other relevant platforms. Members shall make legal services the primary objection in its community outreach and education services.
- i. All press releases or media outreach related to the Harris County work addressing Program services must be approved by the County prior to release by any Member.
 - ii. The County and Coalition Members may produce flyers, advertisements, or other marketing and outreach communication materials regarding the Program. The rights and obligations of the Coalition to design and market the Program are not exclusive, and the County may advertise and promote the Program, at its sole cost, as it deems necessary or desirable. The County and Coalition shall make copies of any materials and promotions regarding Program services available to other Members.
 - iii. Members will communicate with potential and current Qualifying Applicants through multiple platforms and other methods as necessary to protect public health of Qualifying Applicants;
 - iv. As requested by the County, Members will make available and update eviction prevention tools and information via links to Member websites and other

- websites such as TexasLawHelp.org, TexasTenant.org, and StopTXEviction.org to be published on County-sponsored resource platforms;
- v. Members must be able to effectively communicate with potential and current Qualifying Applicants who speak languages other than English, including Spanish, Vietnamese, Mandarin and Cantonese, with visual and/or hearing impairments, and/or who have limited access to technology; and
 - vi. Members will provide the services as described in this Exhibit A in an accessible and culturally sensitive manner to serve the County's diverse residents.
- F. Each Member will own any data it collects related to the services provided in this Agreement, and that Member may use the collected data in analysis and publication separately or jointly with any other Member or share with any other organization at the Member's discretion, except as otherwise provided in this Agreement relating to confidential information.
- G. Intentionally deleted.
- H. Data Collection: The Committee will define additional, outputs and outcomes to provide a greater level of transparency for the Program. Members will each provide to the County: (1) on a quarterly basis, a report on the total number of unduplicated Qualifying Applicants served through the Program; and (2) within 30 days of the expiration of this Agreement, a final report that includes the total number of unduplicated Qualifying Applicants served through the Program and the number of cases closed by level of service, using case coding structure consistent with the TAJF reporting.
- i. Members shall share collected data and information not subject to attorney-client privilege or otherwise confidential information to help aid in the execution of an external study. Such information may include but is not limited to case outcomes, client demographics, applicant demographics, and costs of delivering services within the Program, so long as the data is anonymized.
 - ii. The Committee shall develop a system to collect feedback from Qualifying Applicants to assist the Committee in evaluating the Program and adjusting it as needed.
- I. [Reserved for expansion].

Exhibit B

Proof of Insurance

(Follows behind)



HARRIS COUNTY

BUDGET MANAGEMENT DEPARTMENT

(713) 274-1100
1001 Preston St. #500 Houston TX 77002
<http://budget.harriscountytexas.gov/>

COVID-19 Supplemental Agenda Item

November 10, 2020

To: County Judge Hidalgo, and
Commissioners Ellis, Garcia,
Radack, and Cagle

Fm: Shain Carrizal *HSC*

Re: **COVID-19 Housing Legal Services Initiative**

On July 28, 2020 Commissioners Court approved an order allocating \$750,000 of CARES funds to support efforts to increase access to justice for renters at risk of eviction and to help efficiently deliver fair and just outcomes subject to a written proposal being presented to Commissioners Court. On behalf of the CARES Committee, attached for your approval is the COVID-19 Housing Legal Services Initiative in order to prevent evictions, risk of homelessness, and housing instability during the COVID-19 public health crisis.

Since Harris County will still most likely see an increase in evictions in 2021 because of the ongoing pandemic and retirement of the federal temporary halt in evictions, it is requested that the total allocation be increased from \$750,000 to \$1 million and funding extend into 2021 using the COVID Response and Recovery Fund.

Thank you for your consideration.

Attachment

HSC0105



COVID-19 Housing Legal Services Initiative

PROGRAM PURPOSE

According to Census data, in September over 40 percent of adults living in households in the Greater Houston metro area are at risk of evictions or foreclosures in the next two months.¹ **According to data from the Eviction Lab, in Harris County there are 48 evictions per day.² This year, more than nearly 27,000 evictions cases have been filed in Harris County, and attorneys represent less than 3% of tenants.³** To respond to this eviction crisis, Harris County has provided \$40 million in funding for the COVID-19 Rental Assistance Program. In order to maximize the impact of this funding, eviction defense legal services for low-income residents is crucial to help keep them housed.

Even when there are additional legal protections for renters – such as the Center for Disease Control’s (CDC) eviction moratorium and the CARES Act moratorium earlier in 2020—landlords and renters may not understand their rights or obligations or may knowingly file illegal evictions.⁴ Given federal and state changing legislation and regulation on evictions and the potential to misinterpret the protections afforded to tenants, it is even more pressing that tenants have legal representation to vindicate their rights. Regardless of the federal temporary halt in evictions through December, Harris County will still most likely see an increase in evictions in 2021. Landlords’ violation of the previous federal evictions moratoriums indicate that the need to provide legal assistance in order to protect tenants and to make them aware of their rights under the newer CDC eviction moratorium is great.

During this public health crisis, the *COVID-19 Housing Legal Services Initiative* (the “Initiative”) will support a network of housing legal service providers to meet increased demand through funding for attorneys, paralegals, intake staff, language interpretation, programmatic costs associated with these services, and costs necessary to ensure the provision of this legal assistance in a safe manner in light of the public health crisis.

PROGRAM GOALS

COVID-19 Housing Legal Services Initiative seeks to prevent evictions, risk of homelessness, and housing instability during the COVID-19 public health crisis by preserving existing tenancies and supporting renters’ stable transition to new housing. The initiative will also:

- Increase legal representation for low-income renters throughout the COVID-19 pandemic.
- Ensure tenants’ access to courts during the COVID-19 pandemic.
- Establish a coordinated and accessible intake system so that a low-income tenant seeking housing legal services can call a single organization to be matched with an attorney at no cost to the tenant. (This endeavor will be separately funded with CDBG-CV funds, but in coordination with the Eviction Defense Coalition members, as described below.)
- Develop and share accurate information about legal rights and responsibilities with tenants at risk of evictions and housing instability.
- Collect and report disaggregated information and data on the economic and social impact of increasing access to legal counsel in housing cases.

¹ US Census. Household Pulse Survey. Likelihood of Eviction or Foreclosures. Data retrieved on September 20, 2020. Available at: <https://www.census.gov/data-tools/demo/hhp/#/?measures=EVR&mapAreaSelector=msa&barChartAreaSelector=msa>

² Eviction Lab Data. Available at: <https://evictionlab.org/map/#/2016?geography=states&bounds=-190.672,5.533,-44.648,60.884&type=er&locations=48,-99.348,31.491%2B48201,-95.435,29.834>

³ January Advisors. Harris County Evictions Dashboard. Data retrieved on September 17, 2020.

⁴ For example, under the CARES federal eviction moratorium, nearly 24% of evictions filed in Harris County were illegal and violated the moratorium. See STCL Houston Attorney and Students Uncover Alarming Data on Illegal Evictions Despite Cares Act Moratorium. South Texas College of Law Houston. August 5, 2020.

TARGET POPULATION

This initiative aims to serve low-income tenants throughout Harris County who are at risk of eviction. Specifically, the initiative will target residents with household incomes below 200-300% of the current Federal Poverty Guideline, regardless of immigration status. *See appendix, figure #2 for additional data on the federal poverty line.* Priority populations include, but are not limited to tenants impacted by COVID-19. Such impact includes (1) tenants unable to meet rent obligations attributable to the loss or reduction in income due to the pandemic, and (2) tenants whose health was impacted by the virus resulting in hospitalization, increased medical bills, or family and childcare needs affecting their ability to pay rent.

PROGRAM DESIGN AND SERVICE DELIVERY

The members of the Eviction Defense Coalition will provide legal advice and representation to low-income renters in Harris County who are facing an imminent risk of eviction. The coalition includes Lone Star Legal Aid, Houston Volunteer Lawyers, South Texas College of Law Houston, Thurgood Marshall School of Law Earl Carl Institute for Legal and Social Policy, and University of Houston Law Center. This coalition will form a committee, which includes representatives from each grantee organization and Harris County, to share information and resources, make decisions regarding the Initiative's design, effective and coordinated methods of service delivery, and standardized reporting of outcomes, among other key decisions.

The primary objective of the initiative will be to provide legal advice and counsel to tenants at imminent risk of eviction. **Extensive research indicates that tenants with legal representation are much more likely to avoid an eviction and to keep possession of their homes compared to unrepresented tenants.**⁵ Therefore, the initiative will provide legal assistance in order to:

- Reduce the number of eviction filings and eviction judgments by:
 - advising tenants before evictions are filed when an imminent threat of eviction exists,
 - providing direct representation once an eviction proceeding has begun,
 - providing representation in appeals as necessary to preserve justice for tenants
 - delivering services in a variety of ways including but not limited to advice clinics, assignment of “lawyer of the day” on eviction dockets, representing in mediation clinics, etc.
- Provide direct representation and other advocacy services to tenants through formal and informal settlement negotiations to maintain tenancies or mitigate the chance that a tenant will experience a period of housing instability.

Participating organizations in the initiative will share aggregated and non-confidential data in order to determine the success of legal assistance as in intervention and to help inform long-term priority policy decisions. This data can inform Harris County about the potential impact of long-term support for a legal assistance program. The coalition members will build off the shared case coding structure utilized by the Legal Service Corporation and Texas Access to Justice Foundation to define additional data, outputs and outcomes to provide a greater level of transparency for this program. If the County funds an external evaluation of the Initiative and/or study to examine the return on investment of housing legal services programs, grantees and sub-grantees will be expected to share anonymized case outcome data with the third-party researcher. The coalition members shall also develop a system to collect data on the referral of services and feedback from tenants to assist them in evaluating the program and adjusting as needed.

FUNDING & TIMELINE

- The Initiative shall operate for up to twelve (12) months, beginning approximately January 1, 2020.

⁵ Center for American Progress. A Right to Counsel is A Right to a Fighting Chance. The Important of Legal Representation in Eviction Proceedings. October 2, 2019.

- Harris County will provide \$1,000,000 in initial funding for the COVID-19 Housing Legal Services Initiative to the member organizations of the Eviction Defense Coalition.
- No more than ten percent of funds provided shall be used for administrative or indirect costs. Administrative costs do not include expenses for personnel, materials, supplies and other items that will be used directly to provide services for the program.

ADMINISTRATION

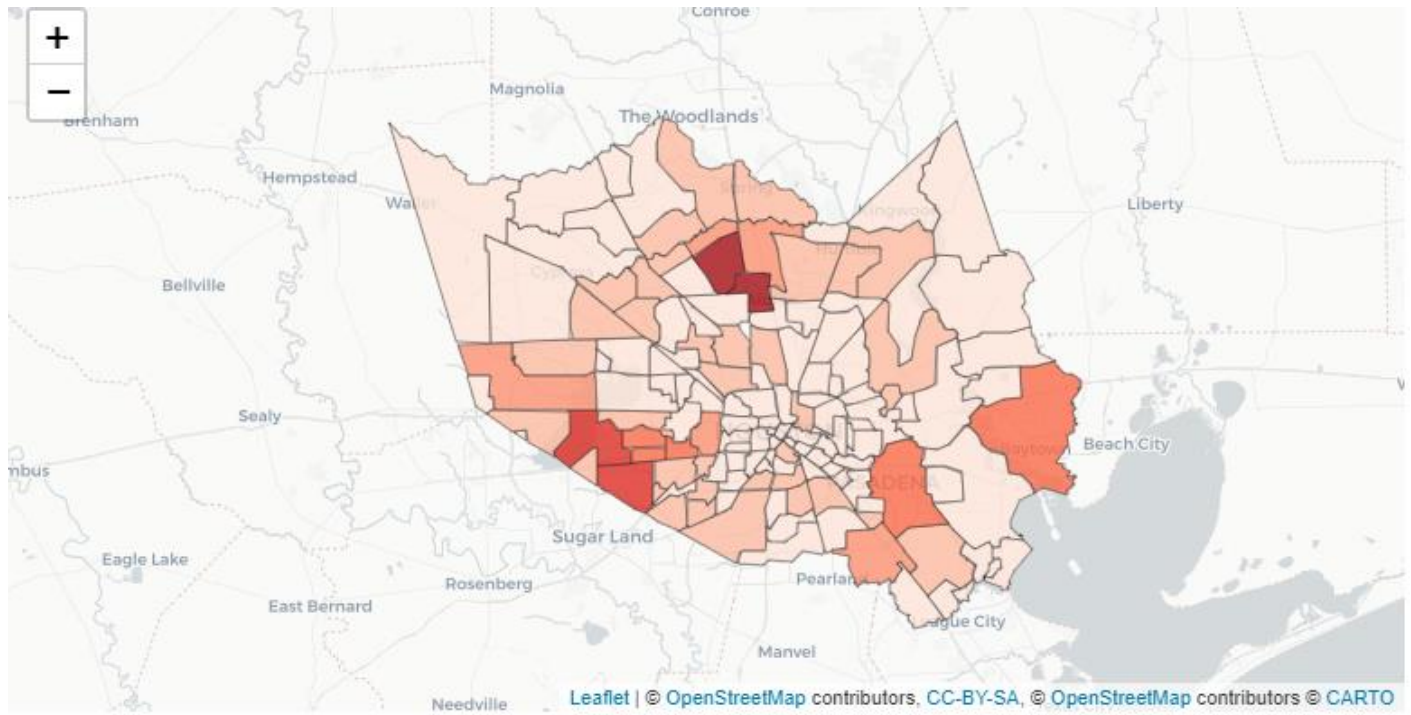
The Harris County Public Defender's Office will monitor the contracts for the COVID-19 Housing and Legal Services Initiative's program funds provided by Harris County.

RECORDKEEPING AND REPORTING

As part of the agreement with Harris County, legal services providers will maintain adequate, readily available, and auditable documentation on the provision of legal services. The providers will also comply with county or federal recording requirements that may be required by the CARES Act or state law to conduct audits and reviews of programs, operations, and expenditures.

APPENDIX

Appendix Figure #1. Map of Evictions throughout Harris County



Here are the stats for your selections:

27,613

Cases Filed

\$45,886,131

Total Claim Amount

2.59%

Defendants Assisted by
Attorneys

Appendix, Item number #2, Federal Poverty Line by Household Size

Household size	200%		300%	
	Monthly	Annual	Monthly	Annual
1	2,126	25,520	3,190	38,280
2	2,873	34,480	4,310	51,720
3	3,620	43,440	5,430	65,160
4	4,366	52,400	6,550	78,600
5	5,113	61,360	7,670	92,040
6	5,860	70,320	8,790	105,480
7	6,606	79,280	9,910	118,920
8	7,353	88,240	11,030	132,360
Extra Persons	746	8960	1,120	13,440

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court on _____ with all members present except _____

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS
COUNTY AND LONE STAR LEGAL AID FOR ADMINISTRATION OF THE HARRIS
COUNTY COVID-19 HOUSING LEGAL SERVICES FUND PROGRAM**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried, and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the County Judge is hereby authorized to execute for and on behalf of Harris County an agreement between Harris County and Lone Star Legal Aid, for the purpose of administering the Harris County COVID-19 Housing Legal Services Fund (“HLSF”) program. The agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.