

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of _____, 2024, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct 1
Adrian Garcia	Commissioner, Precinct 2
Tom S. Ramsey	Commissioner, Precinct 3
Lesley Briones	Commissioner, Precinct 4

and the following members absent, to-wit: _____, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING HARRIS COUNTY TO ACCEPT AN AWARD FROM THE CITY OF HOUSTON FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT AND EMERGENCY SOLUTIONS GRANT HOMELESS SERVICES PROGRAM

Commissioner _____ introduced an order and made a motion that the same be adopted. 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 Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

WHEREAS, on February 12, 2024, the City of Houston (COH) notified Harris County Community Services Department (HCCSD) that the City of Houston's CDBG/ESG Homeless Services Program (HSP) will be renewed for a grant term beginning at the time of the execution of the CDBG/ESG HSP grant agreement and ending on March 31, 2025. The CDBG/ESG HSP program will be funded with \$125,000 in ESG and \$18,750 in CDBG funds; and

WHEREAS, these funds are made available to prevent homelessness through providing emergency rental assistance and housing stability case management for a minimum of twenty-five (25) unduplicated households within the City of Houston; and

Harris County Community Services Department

EXECUTIVE SUMMARY

City of Houston's Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Homeless Services Program

April 23, 2024

On February 12, 2024, the City of Houston (COH) notified Harris County Community Services Department (HCCSD) that the City of Houston's CDBG/ESG Homeless Services Program (HSP) will be renewed for a grant term beginning at the time of the execution of the CDBG/ESG HSP grant agreement and ending on March 31, 2025. The CDBG/ESG HSP program will be funded with \$125,000 in ESG and \$18,750 in CDBG funds. These funds are made available to prevent homelessness through providing emergency rental assistance and housing stability case management for a minimum of twenty-five (25) unduplicated households within the City of Houston.

HCCSD assists hundreds of low-income households annually with the help of various grants to deliver emergency financial assistance and housing stability case management services. The City of Houston's Homeless Services Program would allow HCCSD to serve low-income households within the City of Houston with emergency rental assistance and housing stability case management.

On March 29, 2024, the City of Houston sent HCCSD a grant agreement for the CDBG/ESG HSP renewal in the amount of \$125,000 in ESG and \$87,500 in CDBG Funds for a total award amount of \$143,750. Harris County will provide a match amount of \$125,000 in County General funds for a total project amount of \$268,750. The HSP grant will provide emergency rental assistance and housing stability case management to 25 unduplicated, households within the City of Houston. The grant term will begin on the day that the agreement is fully executed and end on March 31, 2025.

It is recommended that Commissioners Court approve the acceptance and execution of the grant agreement with the City of Houston for an award amount of \$125,000 in ESG and \$18,750 in CDBG funds for a total award of \$143,750 in CDBG/ESG HSP program funds for the purpose of providing homelessness prevention services and housing stability case management to low-income households who are City of Houston residents.

WHEREAS, HCCSD assists hundreds of low-income households annually with the help of various grants to deliver emergency financial assistance and housing stability case management services. The City of Houston's Homeless Services Program would allow HCCSD to serve low-income households within the City of Houston with emergency rental assistance and housing stability case management; and

WHEREAS, on March 29, 2024, the City of Houston sent HCCSD a grant agreement for the CDBG/ESG HSP renewal in the amount of \$125,000 in ESG and \$87,500 in CDBG Funds. Harris County will provide a match amount of \$125,000 in County General funds for a total project amount of \$268,750; and

WHEREAS, the HSP grant will provide emergency rental assistance and housing stability case management to 25 unduplicated households within the City of Houston. The grant term will begin on the day that the agreement is fully executed and end on March 31, 2025; and

WHEREAS, now HCCSD wishes to accept and execute a grant agreement with the City of Houston for a total award amount of \$143,750 and provide \$125,000 in County matching funds from Harris County for the purpose of providing homelessness prevention and housing stability services to 25 eligible City of Houston residents with extremely low income.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Executive Director of the Harris County Community Services Department or her designee is authorized to accept the award and execute an agreement and any amendments with the City of Houston's CDBG/ESG Homeless Services Program.

Section 3: The Executive Director of the Harris County Community Services Department or her designee is authorized to provide additional documentation in relation to said grants.

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (“*Agreement*”) is between the **CITY OF HOUSTON**, a home-rule city organized under the laws of the State of Texas, (“*City*”), and **HARRIS COUNTY, TEXAS**, a political subdivision of the State of Texas, (“**Subrecipient**”).

W I T N E S S E T H:

WHEREAS, the City has entered into a Grant Agreement (“*Grant Agreement*”) with the United States of America, acting by and through its Department of Housing and Urban Development (“*HUD*”) for federal funding of a Community Development Block Grant (“*CDBG*”) Program under Title I of the Housing and Community Development Act of 1974, as amended (Public Law 930383) (the “*Housing and Community Development Act*”); and

WHEREAS, the City has entered into a Grant Agreement (“*ESG Grant Agreement*”) with the United States of America, acting by and through HUD for federal funding of an Emergency Solutions Grant (“*ESG*”) under Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq), as amended (the “*McKinney-Vento Act*”) (the Housing and Community Development Act and the McKinney-Vento Act are collectively herein referred to as the “*Acts*”); and

WHEREAS, pursuant to 24 CFR 576.23, the City may distribute all or part of its ESG funds to a nonprofit recipient to be used for ESG activities; and

WHEREAS, pursuant to 24 CFR 576.201, ESG funds must be matched with other sources; and

WHEREAS, under the Acts, public service activities aimed at providing resources and assistance to low- and moderate-income persons are eligible for funding; and

WHEREAS, the City desires to provide allocated ESG and CDBG funds to Subrecipient pursuant to the Acts and other applicable laws; and

WHEREAS, the City desires to enter into this Agreement with Subrecipient to provide funding of up to a total of \$143,750.00 (“**City Grant**”), which includes \$125,000.00 in Emergency Solutions Grant (“**ESG**”) funds, and \$18,750.00 in Community Development Block Grant (“**CDBG**”) funds for the continuation of services funded through the City’s Homeless Services Program (“**HSP**”); and

WHEREAS, Subrecipient has agreed to deliver the program services, more particularly described in the Scope of Services attached hereto as **EXHIBIT “B”** (“**Scope of Services**”); and

WHEREAS, the Program will be carried out in accordance with 24 CFR Part 570, including the Federal Contract Requirements attached hereto and incorporated herein under **EXHIBIT D**, and all other HUD requirements related to CDBG Public Services funding, whether expressly stated herein; and

WHEREAS, the City desires the competent performance of all services more fully described in this Agreement; and

WHEREAS, the City is acting pursuant to the authority of Chapters 373 and/or 374 of the Texas Local Government Code;

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the City and the Subrecipient, it is hereby agreed as follows:

ARTICLE I

Statement of Work

1.1 The Subrecipient thereby agrees that, for and in consideration of the payment of the sum of money specified in the Program Summary attached hereto as **EXHIBIT “A”** (“**Program**

Summary”), it will competently perform or cause others to competently perform all of the services set forth in detail in the Scope of Services.

1.2 The Subrecipient represents that it has obtained, or will obtain, at its sole expense, all personnel required to facilitate the performance of the services under this Agreement. Such personnel shall not be employees of or have a contractual relationship with the City.

1.3 All the services necessary to facilitate performance under this Agreement shall be performed by the Subrecipient or under its supervision and all personnel engaged in performing said services shall be fully qualified and shall have any licenses or permits required under law to perform such services.

1.4 The Subrecipient shall utilize the funds awarded pursuant to this Agreement in accordance with the Budget, which is attached hereto and incorporated herein as **EXHIBIT C** (“*Budget*”).

1.5 The Subrecipient understands that it shall be held to the auditing requirements of 2 CFR Part 200, Subpart F – Audit Requirements, as may be applicable, and those set forth under **EXHIBIT D**, at Section 15.

ARTICLE II

Time of Performance

2.1 The term of this Agreement shall begin on the date of the countersignature of this Agreement by the City Controller, and end on March 31, 2025 (as may be extended pursuant to the terms of this Agreement, the “*Term*”), unless sooner terminated as provided for in this Agreement. Subrecipient acknowledges and agrees that any services performed after the termination date of this Agreement, unless an extension of time under Section 2.3 of this Agreement has been granted, will be deemed to be gratuitously provided, and the City shall have

no obligation to pay for such services unless the City Council approves an agreement to do so in its sole discretion.

2.2 The functions or services to be performed under this Agreement shall be completed as of the date described in Section 2.1 above.

2.3 This Agreement may be extended for up to six (6) months by the Director of the Department of Housing and Community Development (“*Director*”), in his or her sole discretion. The Subrecipient may, without further action from the Harris County Commissioners Court, request an extension in writing, at least thirty (30) days prior to the expiration of the initial term hereof, or the Director may, in his or her sole discretion, grant an extension without having received such request. Extensions in excess of six (6) months must be by formal amendment to the Agreement and approved by City Council. Prior to the expiration of each further extension approved by City Council, the Director may extend this Agreement for up to an additional six (6) months, in his or her sole discretion, by written notice to Subrecipient.

ARTICLE III

Compensation and Payment

3.1 For and in consideration of the services performed under this Agreement, the City agrees to pay Subrecipient a sum not to exceed **One Hundred Forty-Three Thousand Seven Hundred Fifty and 50/100 Dollars (\$143,750.00)** consisting of **Eighteen Thousand Seven Hundred Fifty (\$18,750.00)** in CDBG funds and **One Hundred Twenty-five Thousand and 00/100 Dollars (\$125,000.00)** in ESG funds, as set forth in the Budget, solely for the reimbursement of costs allowable under this Agreement, the Grant Agreement and the ESG Grant Agreement. The City shall not be liable for the reimbursement of any expenses which are not allowable under the terms of this Agreement, the Grant Agreement or the ESG Grant Agreement.

3.2 It is expressly agreed that in no event will the total amount of reimbursement, if any, due to the Subrecipient by the City under the terms of this Agreement exceed the sum set out in the Budget.

3.3 The City shall pay the Subrecipient on a monthly reimbursement basis as described in Section 3.4.

3.4 The Subrecipient shall submit a reimbursement request on or before the twentieth (20th) calendar day of each calendar month during the term of the Agreement, for the eligible costs incurred and paid during the preceding calendar month. The reimbursement requests shall include invoices, forms provided by the City, and any other documentation reasonably requested by the Director. Reimbursement requests shall be subject to the approval of the Director, which approval shall not be unreasonably withheld. Payment shall be made on a reimbursement request within twenty (20) days of the date the request is approved by the Director. Payment shall be in the amount determined by the Director to be allowable under this Agreement, the Grant Agreement or the ESG Grant Agreement.

3.5 The Subrecipient understands and agrees to the prohibition against charging servicing, origination, or other fees for costs of administering this Program, except as authorized under 24 CFR §92.214(b)(1).

ARTICLE IV

Budget

4.1 The Budget covers the services to be performed, activities and cost categories under this Agreement. All payments due to the Subrecipient shall be made in accordance with such Budget.

4.2 The Subrecipient may, with the written approval of the Director, reallocate funds

among the various line activities and categories within the Budget.

4.3 The Subrecipient shall certify in writing that any reallocation of funds made pursuant to Section 4.2 will not result in a substantial change of the work program contained in the Scope of Services, and that such reallocation will not impair the Subrecipient's ability to perform the functions and services required by the Agreement.

4.4 The Subrecipient understands that any reallocation of funds made pursuant to Section 4.2 that results in a substantial change in the work program contained in the Scope of Services shall require a formal amendment that has been approved by City Council.

ARTICLE V

Reports and Evaluations

5.1 The Subrecipient will submit the following reports to the Director on the dates indicated:

- a. A Fiscal Report, quarterly on the 20th day of the calendar month following the end of each calendar quarter (see schedule below). This report shall consist of a trial balance taken from its General Ledger or a copy of its Revenue, Expenditures and Balance Sheet; and a copy of its balance reconciliation.

Quarter	Due Date
July – September	October 20th
October – December	January 20th
January – March	April 20th
April – June	July 20th

- b. A Monthly Progress Report, on the 20th day of each calendar month for the preceding calendar month.
- c. An Annual Performance Report, which is updated quarterly on the 20th day of the calendar month following the end of each calendar quarter (see schedule below).

Quarter	Due Date
July – September	October 20th
October – December	January 20th
January – March	April 20th
April – June	July 20th

The Subrecipient shall furnish the City with information and data concerning output measures, racial and ethnic data on participants, and beneficiaries and administrative functions pertaining to matters covered by this Agreement. The information furnished to the City will be used to meet HUD's reporting requirements, measure the progress of the Program, evaluate the Program's impact, and exercise general monitoring of the Program. The July 20th Annual Performance Report will be considered the final report for the year and used to prepare the annual IDIS and CAPER reports submitted to HUD for the CDBG and ESG Programs.

5.2 Upon completion of the written reports, the Subrecipient shall provide the Director with copies of all back-up documents or papers relating to or substantiating such reports.

5.3 Failure to comply with the reporting requirements of this Article V shall be a material breach of the Agreement, and compensation and expense reimbursements to the Subrecipient may be withheld until the reports and back-up materials are submitted.

5.4 The Subrecipient, in addition to the reports required under Subsection 5.1, shall promptly provide any other reports requested in writing by the Director, including, but not limited to, a performance schedule and commitment of funding timeline to ensure performance goals are met and all funds are expended by the end of this Agreement.

5.5 The Subrecipient agrees to attend meetings as may be scheduled by the Director during the term of this Agreement to discuss any reports or the Subrecipient's general progress in performing its obligations under this Agreement.

5.6 The Subrecipient agrees to allow officials of the City, the State of Texas, and the Comptroller of the State of Texas, reasonable access to and the right to examine, copy or reproduce all records, books, papers and documentation of any nature regarding the Program, which is the

subject of this Agreement.

5.7 The Director, other City representatives, HUD, and/or other federal representatives shall have the right to perform, or cause to be performed: (1) audits of the books and records of the Subrecipient, and (2) inspections of all places where work is undertaken in connection with this Agreement. The Subrecipient shall be required to keep such books and records available for such purpose for at least five (5) years after the termination of this Agreement. Nothing in this provision shall be construed to limit or in any way restrict the time for bringing a cause of action or any applicable statute of limitations. Subrecipient further agrees that failure to cure an audit finding within thirty (30) days following notice, may allow the Director to declare a default under Article XIV.

5.8 The Subrecipient shall promptly report to the Director any conditions, transactions, situations or circumstances, encountered by the Subrecipient, which would seem to warrant a special report in more detail than that which is necessary to perform the Scope of Services specified in this Agreement, including, but not limited to, notices from HUD or other cognizant federal agencies, and grievances and lawsuits, real or threatened.

5.9 Program monitoring will be carried out through a comprehensive review at least once during each Agreement period, including any extension of the Agreement, and as often as necessary to ensure compliance with this Agreement.

5.10 The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. Subrecipient covenants to provide to the City Attorney all documents and records that the City Attorney deems reasonably necessary to assist in determining Subrecipient's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

5.11 The Subrecipient shall maintain financial records as may be required under 2 CFR Part 200, Subpart D – Post Federal Award Requirements and as necessary to document compliance with 24 CFR Parts 570 and 576.

5.12 Upon approval of this Agreement Subrecipient shall post in a conspicuous place on its premises a notice about fraud or waste in HUD funded programs or operations issued by the U.S. Department of Housing and Urban Development Office of the Inspector General (“**OIG**”). A copy of such notice may be requested directly from the HUD OIG or the City. Subrecipient shall develop, implement, and execute operating procedures to prevent, detect, and promptly report any and all actual or suspected instances of fraud, waste, or abuse to the City and, to appropriate law enforcement authorities, instances of fraud.

5.13 By six (6) months after the effective date of this Agreement, the Subrecipient shall provide to the Director documentation evidencing the Subrecipient possesses reserve funds to pay at least three (3) months of its general expenses. If such documentation does not demonstrate the required reserve fund amount, the City shall reserve the right to withhold all reimbursement of expenses incurred under this Agreement until the Subrecipient evidences it possesses the required reserve fund amount.

ARTICLE VI

Capacity, Cooperation, Fee Prohibitions and Confidentiality

6.1 Subrecipient acknowledges that it has the capacity and capability to effectively administer the services set forth in detail in the Scope of Services.

6.2 Subrecipient agrees to cooperate and coordinate with agencies of the relevant State and local governments responsible for services in the area served by the City for eligible persons and other public and private organizations and agencies providing services for such eligible

persons.

6.3 Subrecipient agrees that no fees will be charged to any eligible person for any services which are funded pursuant to this Agreement.

6.4 Subrecipient agrees to maintain the confidentiality of the name of any individual assisted with funds hereunder and any other information regarding individuals receiving assistance, unless disclosure of such information is required by law.

ARTICLE VII

Other Program Standards and Requirements

Subrecipient agrees to carry out the activities described in this Agreement, in accordance with all applicable federal, state or local laws, rules, regulations, ordinances, guidelines, or requirements, including without limitation, those described at Subparts J and K of 24 CFR Part 570, 24 CFR Part 576, and Federal Contract Requirements attached hereto as **EXHIBIT D**.

ARTICLE VIII

Agreement Limitations

8.1 Subrecipient agrees that it will carry out eligible activities in a manner free from religious influences.

8.2 Subrecipient shall adhere to the covenants and representations that follow:

- a. Subrecipient agrees that in the provision of services it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. Subrecipient agrees that it will not discriminate against any person applying for housing assistance and supportive services on the basis of religion and will not limit such housing or other services or give preference to persons on the basis of religion; and

- c. Subrecipient agrees it will provide no religious instruction or counseling, conduct no religious workshop or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such housing assistance or supportive services.

ARTICLE IX

Suspension and Termination

9.1 Notwithstanding anything contained herein to the contrary, in accordance with 2 CFR § 200.339 – Remedies for Noncompliance, suspension or termination of this Agreement may occur if the Subrecipient fails to comply with any term of this Agreement. This Agreement may be terminated for convenience in accordance with 2 CFR § 200.340 - Termination.

9.2 The Director may terminate this Agreement for convenience at any time by giving 30 days written notice to Subrecipient or as provided in 2 CFR § 200.340. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

9.3 On receiving the notice, Subrecipient shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and, if applicable, cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Subrecipient shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Subrecipient for services actually performed, but not already paid for, in the same manner as prescribed in Section 3.4 unless the fees exceed the allocated funds remaining under this Agreement.

9.4 RECEIPT OF PAYMENT FOR SERVICES RENDERED IS SUBRECIPIENT'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES

NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. SUBRECIPIENT WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

ARTICLE X

Re-appropriation of Funds

10.1 The City reserves the right to re-appropriate, as may become necessary, the federal funds for this Program. In the event the cumulative expenditures committed under this Agreement for any particular time period fall substantially below the budgeted expenditures for the same period, the Subrecipient agrees to re-budget the estimated cost of the remaining activities of this Agreement. Such re-budgeting for decreased expenditures shall not require a formal amendment of this Agreement and shall be evidenced by a revised Budget approved on behalf of the Subrecipient and by the Director. Any excess funds remaining after said re-budgeting will be subject to reallocation to other new or existing projects/programs at the sole discretion of the City.

10.2 Failure of the Subrecipient to approve any revised Budget as set forth in Section 10.1 shall be a default of Subrecipient's obligations under this Agreement.

ARTICLE XI

Obligation of City

The Subrecipient acknowledges that the City's obligation hereunder for payment of compensation and expense reimbursement, if any, is limited to federal funds received pursuant to the Grant Agreement, and that unless and until adequate funds have been received by the City

under the Grant Agreement, the City shall have no obligation to the Subrecipient. Subrecipient must look to these designated funds only and to no other funds for the City's payment under this Agreement. The City is permanently excused from making payments due under this Agreement if, for whatever reason, there is a lack of funds.

ARTICLE XII

Agreement Documents

12.1 This Agreement includes the following Exhibits which are attached hereto and made a part hereof for all purposes:

EXHIBIT A	Project Summary
EXHIBIT B	Scope of Services
EXHIBIT C	Budget
EXHIBIT D	Federal Contract Requirements
EXHIBIT E	Certification Regarding Lobbying
EXHIBIT F	Certification for Debarment, Suspension, and Other Responsibly Matters
EXHIBIT G	Federal Award Identification
EXHIBIT H	Assurances of Compliance with Civil Rights Requirements

12.2 This Agreement and the Exhibits mentioned in Section 12.1 embody the entire agreement between the City and the Subrecipient, and there are no other agreements, representations or warranties between the City and the Subrecipient in connection with this Agreement.

ARTICLE XIII

Address and Notices

13.1 All notices must be in writing and shall be delivered or mailed, postpaid and registered, or certified, return receipt requested, as follows:

To the City

If mailed or delivered:

Director
Housing and Community Development Department
2100 Travis St., 9th Floor
Houston, Texas 77002

To the Subrecipient

If mailed or delivered:

Harris County, Texas
c/o Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054
Attn: Executive Director, CSD

If mailed, notice shall be conclusively deemed effective on the third day after deposit in the United States mail; otherwise notice shall be effective on the date received.

13.2 Each party shall have the right to change its respective address or addressee provided that at least ten (10) days written notice is given of such new address or addressee to the other party.

ARTICLE XIV

Default and Remedies

14.1 The following shall constitute events of default (each, an “*Event of Default*”) under this Agreement:

(a) Failure of the Subrecipient to perform or observe any of the obligations, covenants,

agreements, or conditions required to be performed or observed under this Agreement;

- (b) The dissolution or liquidation of the Subrecipient; the filing of a voluntary petition in bankruptcy by the Subrecipient; the adjudication of the Subrecipient as bankrupt; an assignment for the benefit of creditors by the Subrecipient; the entry into an agreement for the benefit of creditors by the Subrecipient; the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or with respect to the Subrecipient under the Federal Bankruptcy Act; or appointment of a receiver or other similar official for the Subrecipient or for its property, unless within sixty (60) days after such appointment the Subrecipient causes such appointment to be stayed or discharged; or
- (c) Any representation or warranty of Subrecipient contained in this Agreement or in any certificate or instrument executed by Subrecipient in connection with or pursuant to this Agreement is found to be false or misleading in any material respect.

14.2 In the event of the occurrence of any one or more of the above-mentioned events of default, the Director shall have the right to terminate this Agreement on twenty (20) days written notice to the Subrecipient, provided, that such termination shall be ineffective if within said twenty (20) day period, the Subrecipient cures such default to the satisfaction of the Director. The Director, at his or her sole discretion, may extend the period to cure any event of default for a reasonable time if the Director determines that the Subrecipient has initiated action to cure the event of default within the twenty (20) day period.

14.3 In addition to, or in lieu of, the foregoing termination procedure, the Director may, pursuant to 2 C.F.R. § 200.339, take one or more of the following actions, as appropriate in the circumstances: (a) withhold all or any part of any sums which may be otherwise due to the Subrecipient related to such event of default and/or this Agreement, either (1) until such time as such event of default is cured; or (2) if such event of Default is not or cannot be cured, forever; (b) disallow any or part of the cost of the activity or action not in compliance; (c) wholly or partly suspend or terminate this Agreement; (d) recommend suspension or debarment proceedings be initiated by HUD; and/or (e) withhold further funds for the Program. Should the Subrecipient fail

to cure a default within the prescribed time period, the City shall have the right and the option to exercise any or all remedies, at law or in equity, to which it is entitled.

14.4 Notwithstanding anything contained herein to the contrary, the Subrecipient agrees that it will reimburse the City in a sum equivalent to the amount of disallowed expenditures in the event HUD or other cognizant federal agency rules, through audit exception or other action, that the Subrecipient's expenditure of funds awarded under this Agreement for the administration and operation of the Program was not made in compliance with this Agreement, or any applicable federal, state, or local laws, rules, regulations, ordinances, guidelines or requirements, provided that reimbursement to the City shall not be required if HUD, or other cognizant federal agency, instructs or requires Subrecipient to reimburse another federal entity for the same disallowed expenditures.

ARTICLE XV

Relationship of the Parties

15.1 In performing the obligations under this Agreement, Subrecipient shall act independently and solely for its own account, using its own means and methods, and not as an agent, representative or employee of the City. The City has no control or supervisory powers over the manner or method of Subrecipient's performance under this Agreement.

15.2 All personnel employed by Subrecipient, or any third party engaged by Subrecipient for any purpose whatsoever, are not the employees, agents, or representatives of the City. Subrecipient is solely responsible for the compensation of its personnel, including but not limited to the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

ARTICLE XVI

Parties in Interest

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Subrecipient only. Neither the United States Government nor HUD is a party to this Agreement.

ARTICLE XVII

Non-Waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies occurring hereunder upon an event of default or other failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future event of default or failure of performance.

ARTICLE XVIII

Applicable Law

This Agreement is subject to all laws of the United States of America, the State of Texas, the City Charter and ordinances of the City of Houston, and all rules and regulations of any regulatory body or officer having jurisdiction over this Agreement and the subject matter hereof, in particular, without limitation, the federal regulations codified at 24 CFR Part 570, the federal regulations codified at 24 CFR Part 576, including the Federal Contract Requirements attached hereto and incorporated herein under **EXHIBIT D**, and all other applicable federal, state and local rules, regulations and laws related to CDBG Housing Services, HUD environmental regulations, if any, and 24 CFR Part 5, Subpart L, pertaining to the Violence Against Women Act.

ARTICLE XIX

Agreement and Amendment

19.1 Any alterations, additions or deletions to terms which are required by changes in federal or state laws and regulations shall be automatically incorporated into this Agreement and shall take effect on the effective date of the law or regulation.

19.2 This Agreement may be amended by a written amendment that has been executed by the parties and approved by the City Attorney, except increases in funding and material changes to the Agreement shall require a formal amendment that has been approved by City Council.

ARTICLE XX

Indemnity/Release

TO THE EXTENT PERMITTED BY LAW THE SUBRECIPIENT, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS, HEREBY RELEASES AND DISCHARGES AND FURTHER COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE “CITY PARTIES”) FROM ANY AND ALL FINES, DEMANDS, JUDGMENTS, LIABILITIES OR CLAIMS ARISING BY REASON OF OR IN CONNECTION WITH:

- a. THE ACTUAL OR ALLEGED ERRORS, OMISSIONS, OR NEGLIGENT ACTS OF THE SUBRECIPIENT OR ANY OF ITS CONTRACTORS RELATING TO THIS AGREEMENT;**
- b. ANY SERVICES OR PERFORMANCES OF WORK UNDERTAKEN BY THE SUBRECIPIENT OR ANY OF ITS CONTRACTORS TO FULFILL THE REQUIREMENTS OF THIS AGREEMENT; OR**
- c. ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY PARTIES, UNLESS ANY OF THE CITY PARTIES ARE SOLELY NEGLIGENT WITH RESPECT TO SUCH ACTS OR OMISSIONS.**

ARTICLE XXI

Program Income

21.1 For purposes of the CDBG funds, the Subrecipient agrees to comply with 24 C.F.R. § 570.504 (Program income) for and to provide the City with an accounting for any income generated by, derived directly or indirectly from activities funded under, or conducted pursuant to this Agreement. Such income may include but is not limited to service or activity fees, usage or rental fees. Program income, if any, must be reported to the City on a monthly basis and may be retained and used for additional eligible activities. Costs paid by program income shall count toward meeting Subrecipient's matching requirements pursuant to 24 C.F.R. § 576.201, provided the costs are eligible ESG costs that supplement Subrecipient's ESG program in compliance with ESG Regulations.

21.2 The City may authorize the Subrecipient to retain program income received before the Agreement's expiration date, if the income is treated as additional CDBG funds, subject to all applicable requirements governing the use of CDBG funds, and used to further eligible Program goals and objectives, as set forth in the Scope of Services.

21.3 Program income is considered a restricted revenue source, and therefore, the Subrecipient agrees that the income generated from this Agreement will be used only for eligible and approved CDBG activities. The Subrecipient must submit a request in writing to the City for authorization to use the program income generated from its Program as additional CDBG funds. This request must be approved by the City and the use of such program income funds must be reported to the City on a monthly basis.

ARTICLE XXII

Reversion of Assets

Subrecipient agrees that upon the expiration of this Agreement, Subrecipient shall transfer to the City any ESG or CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of said funds.

ARTICLE XXIII

Anti-Boycott of Israel

Subrecipient certifies that Subrecipient is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

ARTICLE XXIV

Anti-Boycott of Energy Companies

Subrecipient certifies that Subrecipient is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code.

ARTICLE XXV

Anti-Boycott of Firearm Entities or Firearm Trade Associations

Subrecipient certifies that Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or will not discriminate against a firearm entity or firearm trade association for the duration of this Agreement, as defined by Section 2274.001 of the Texas Government Code.

ARTICLE XXVI

Certification of No Business with Foreign Terrorist Organizations

For purposes of Section 2252.152 of the Texas Government Code, Subrecipient certifies that, at the time of this Agreement neither Subrecipient nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Subrecipient, is a company or other entity listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company or other entity known to have contracts with or provide supplies to a foreign terrorist organization.

ARTICLE XXVII

Zero Tolerance Policy for Human Trafficking and Related Activities

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Subrecipient has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Agreement's Effective Date. Subrecipient shall notify the City's Chief Procurement Officer, City Attorney, and Director of any information regarding possible violation of the Subrecipient or its contractors providing services or goods under this Agreement.

IN WITNESS HEREOF, the City and the Subrecipient have executed this Agreement in multiple originals, each of equal force, to be effective on the date of the countersignature of this Agreement by the City Controller.

SIGNATURE PAGE FOLLOWS

SIGNATURE AUTHORITY

The parties have executed this Subrecipient Agreement in multiple copies, each of which is an original. Each person signing this Subrecipient Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subrecipient Agreement. Each Party represents and warrants to the other that the execution and delivery of this Subrecipient Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Subrecipient Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

HARRIS COUNTY, TEXAS
a political subdivision of the State of Texas

CITY OF HOUSTON,

By: _____
Name: _____
Title: _____

MAYOR

ATTEST/SEAL:

ATTEST/SEAL:

By: _____
CORPORATE SECRETARY

CITY SECRETARY

Printed Name: _____

COUNTERSIGNED:

CITY CONTROLLER

DATE OF COUNTERSIGNATURE

APPROVED:

APPROVED AS TO FORM:

INTERIM DIRECTOR, HOUSING AND
COMMUNITY DEVELOPMENT

SENIOR ASSISTANT CITY ATTORNEY
LD#

EXHIBIT A

PROJECT SUMMARY

Subrecipient, Project Title, Period of Agreement,
and Maximum Compensation

- I. The Subrecipient is:

Harris County, Texas
c/o Harris County Community Services Department
8410 Lantern Point Drive
Houston, Texas 77054
- II. The program title is “HCCSD Homeless Prevention Program”
- III. The program will be located at:

8410 Lantern Point Drive
Houston, Texas 77054
- IV. The period of the Agreement is from the date of the countersignature of this Agreement by the City Controller – March 31, 2025, as provided for in the foregoing Agreement, subject to the availability of federal funds.
- V. The maximum compensation for eligible activities under the Agreement is \$143,750.00 and is subject to the provisions of ARTICLES III, IV, IX, X, XI, XIV, and XXIII thereof.
- VI. The Housing and Community Development Department of the City of Houston will have the primary responsibility for administering the Agreement on behalf of the City.

EXHIBIT B
SCOPE OF SERVICES
HARRIS COUNTY
c/o HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT

A. PROGRAM GOALS:

Harris County c/o Harris County Community Services Department (“***Subrecipient***”), through their Homelessness Prevention Program (“***Program***”), will assist at-risk households maintain stability in the participant’s current permanent housing and prevent homelessness. Supportive services include case management and resources that produce outcomes needed to sustain stability.

B. PROGRAM OBJECTIVE:

In order to serve its clients and comply with governmental regulations, the Subrecipient will use its funds to provide homeless prevention services to households at risk of homelessness as follows:

1. Serve a minimum of **twenty-five (25)** unduplicated, households, within the Houston City limit service area meeting HUD defined Homelessness Prevention criteria;
2. Provide case management, including referrals, advocacy, and other supportive services, that assist in creating stable housing outcomes;
3. Assist clients in evaluating current resources and providing resource navigation services and connections to services such as tenant education, job skills programs, and other services to maximize efforts and set goals that will prevent homelessness and sustain and/or increase stability; and
4. Provide direct financial assistance for households requiring immediate stabilization to prevent homelessness.

C. CONTENT AND OPERATIONS:

Subrecipient will provide services at the following location: Harris County Community Services Department, 9418 Jensen Dr., Houston, TX 77093. Hours of operation will be 8:00 a.m. to 5:00 p.m., Monday through Friday. Operation services will include Outreach/Referral, Intake/Assessment, Case Management, and Client Connection to services via Memorandums of Understanding (MOUs), among others.

D. PERFORMANCE MEASURES:

Subrecipient will provide monthly reporting information to the City of Houston Housing and Community Development Department that shall include the following performance measures monthly and cumulatively:

1. Number of households enrolled to participate in Program.
2. Number of households completing Program.
3. Number of new, unduplicated households enrolled and served in Program.
4. Demographic data as required by HUD to complete monthly, program year, and annual reporting requirements.
5. Narrative outlining challenges and successes.
6. Specific Program Outcome information per served household:
 - a. Length of enrollment in Program.
 - b. Enrollment in mainstream and supportive services.
 - c. Number of Case Management sessions and type.
 - d. Housing Type for household upon entering and exiting the Program.
 - e. Financial Sustainability upon exiting Program

EXHIBIT C

Budget

EXHIBIT D

Federal Contract Requirements

8/8/2023

GENERAL FEDERAL REQUIREMENTS APPLICABLE TO AGREEMENTS, ADDENDA, AND PURCHASE ORDERS INVOLVING FEDERAL FUNDS (“GENERAL FEDERAL REQUIREMENTS”)

Subrecipient must comply with the following federal provisions, as applicable, as a condition of this City of Houston (“**City**”) Agreement. For purposes of this **Exhibit D**, the following terms have the meanings set forth in this **Exhibit D**.

- “**Agreement**” means the Agreement, Addendum, or Purchase Order to which this **Exhibit D** is attached.
- “**Subrecipient**” means Subrecipient as defined in the Agreement to which this **Exhibit D** is attached, and any subrecipient, contractor, or subcontractor performing work on behalf of the Subrecipient pursuant to the foregoing Agreement.
- “**Federal Agency**” means any relevant federal agency overseeing or administering the funding set forth in the Agreement to which this **Exhibit D** is attached as a source of funding.

Subrecipient also acknowledges that the City is using federal funds attached to a federal program (“**Program**”) for all or a portion of this Agreement. Subrecipient therefore shall, in addition to those set forth in this Exhibit, comply with any specific terms and conditions or websites required by the Director, and any specific terms and conditions set forth in the grant as specified by the Director (“**Funding Law, Regulations and Guidelines**”).

Subrecipient also shall provide for compliance with the federal laws, rules, regulations, interpretive guidance and other materials set forth in this Exhibit in any agreements it enters into with other parties relating to the federal funds.

1. Subrecipient acknowledges that federal financial assistance will be used to fund all or a portion of this Agreement. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, federal policies, procedures and directives as well as any guidance issued by Federal Agency relating to the Program and Funding Law, Regulations and Guidelines. Federal regulations applicable to this funding include but are not limited to the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be

otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

- b. Universal Identifier and System for Award Management (“**SAM**”), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - e. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - f. Generally applicable federal environmental laws and regulations.
- 2. Subrecipient acknowledges that the Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
 - 3. Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Subrecipient’s actions pertaining to this Agreement. False statements or claims may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
 - 4. Use of Funds. Subrecipient understands and agrees that the funds disbursed under this funding may only be used for the Program and in compliance with the Program and the Funding Law, Regulations and Guidelines.
 - a. Subrecipient may only use the funds to carry out the Program. Subrecipient is expected to develop and implement effective internal controls, policies and procedures, and record retention requirements, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries under the Program, if applicable.
 - b. Subrecipient shall not engage in any project using this assistance unless it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

5. Award Amount. The amount of funding dedicated to this Agreement and Program is limited to the amount set out in the attached Agreement, unless otherwise agreed to by the Parties, in writing.
6. Period of Performance. The Period of Performance of this Agreement will begin on the date the City Controller countersigned the Agreement, or in the case of Purchase Orders on the date of issuance of the Purchase Order by the City, which must be after the Subrecipient signs this Exhibit, and conclude on or before the ending date of the grant, unless the grant is extended and the Parties mutually agree to an extension under the Agreement.
7. Maintaining Records. Subrecipient shall maintain records, including but not limited to financial records, under 2 C.F.R. Part 200, Subpart D – Post Federal Award Requirements.
8. Reporting. Subrecipient agrees to comply with all reporting requirements established by Federal Agency and as required by the grant as they relate to this award, including financial, performance and compliance reporting, and as required by this Agreement.
9. Audits and Monitoring. In accounting for the receipt and expenditure of funds under this Agreement, Subrecipient must follow Generally Accepted Accounting Principles (“**GAAP**”). As defined by 2 C.F.R. § 200.49, “GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).”
 - a. Any audit of Subrecipient’s performance under this Agreement will use Generally Accepted Government Auditing Standards (“**GAGAS**”). As defined by 2 C.F.R. § 200.50, “GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.”
 - b. If an audit shows that all or any portion of the funds disbursed under this Agreement were not spent in accordance with the conditions and in strict compliance with this Agreement, Subrecipient will be liable for reimbursement to the City of all such funds within 30 days after the City has notified the Subrecipient of such non-compliance.
 - c. Subrecipient must have all audits completed by an independent auditor. The audits must be received by the City no later than nine months from the end of the Subrecipient’s fiscal year.
 - d. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance (2 C.F.R. Part 200).

- e. In addition to reviews of audits conducted in accordance with subparagraphs a-d above, monitoring procedures may include, but not be limited to, on-site visits by City staff, limited scope audits, or other procedures. Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the City. In the event that the City determines that a limited scope audit of Subrecipient is appropriate, Subrecipient agrees to comply with any additional instructions provided by the City to Subrecipient regarding such audit.
10. Subrecipient shall not use the Department of Homeland Security (“**DHS**”) or any Federal Government or Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of DHS or any Federal Government or Federal Agency officials without specific DHS or any Federal Government or Federal Agency pre-approval.
11. Access to Records. The following access to records requirements apply to this Agreement:
- a. Subrecipient agrees to provide the City, any Federal Agency Administrator, the Texas Department of Emergency Management, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Subrecipient which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Subrecipient shall keep its books, documents, papers, and records available for this purpose for at least seven years after this Agreement terminates or expires. This provision does not limit the applicable statute of limitations.
 - b. Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. Subrecipient agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
 - d. In compliance with the Disaster Recovery Act of 2018, the City and Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Agency or its authorized representatives or the Comptroller General of the United States.
 - e. Within ten days of written request by the City, Subrecipient agrees to provide the City all relevant documentation pertaining to the Program and this Agreement to confirm compliance with Federal requirements, ensure the Program is achieving its purpose, and to respond to audits, as necessary.

12. Environmental Compliance – Applicable only to Agreements over \$150,000.

- a. Subrecipient shall comply with all applicable standards, ordered, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- b. Subrecipient shall report all violations to the Director, and understands and agrees that the City, through its designated representative, will, in turn, report each violation as required to assure notification to the Federal Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Subrecipient shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

13. Contract Work Hours and Safety Standards Act – Applicable only to Agreements over \$100,000.

- a. Overtime requirements. No contractor, subcontractor or subrecipient contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section contractor and any subcontractor or subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such contractor, subcontractor or subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages. The federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor, subcontractor or subrecipient under any such contract or any other Federal contract with the same prime contractor or subrecipient, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime

contractor or subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such contractor, subcontractor or subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

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

14. Equal Employment Opportunity. During the performance of this Agreement, Subrecipient agrees as follows:

- a. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an

investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

- d. Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipients' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Subrecipient will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor, subrecipient or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as the Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- i. Provided, however, that in the event Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor, subrecipient or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- j. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- k. The City agrees that it will assist and cooperate actively with the Federal Agency, and the Secretary of Labor in obtaining the compliance of contractors, subcontractors and subrecipients with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Federal Agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering Federal Agency in the discharge of the City or Federal Agency's primary responsibility for securing compliance.
- l. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors, subcontractors and subrecipients by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the Federal Agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Procurement of Recovered Materials.

- a. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.

- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

16. Domestic Preference Requirements

- a. Domestic Preference Requirement – 2 C.F.R. §200.322
 - i. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Agreement. For purposes of this paragraph:
 - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- b. Domestic Content Procurement Preference Requirement for Infrastructure Projects
 - i. For all infrastructure projects funded by Federal financial assistance, except for certain projects funded by a federal agency that constitute pre- and post-disaster or emergency expenditures as defined in OMB Guidance M-22-11 or otherwise falls under a waiver approved by the Federal Agency, Subrecipient shall comply with the domestic content procurement preference requirement and purchase, acquire, or use products meeting the domestic content procurement preference requirement. For purposes of this paragraph:

1. “Domestic Content Procurement Preference” means that (A) all iron and steel used in the project are produced in the United States; (B) the manufactured products used in the project are produced in the United States; or (C) the construction materials used in the project are produced in the United States. The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Agreement.
2. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States— (A) roads, highways, and bridges; (B) public transportation; (C) dams, ports, harbors, and other maritime facilities; (D) intercity passenger and freight railroads; (E) freight and intermodal facilities; (F) airports; (G) water systems, including drinking water and wastewater systems; (H) electrical transmission facilities and systems; (I) utilities; (J) broadband infrastructure; and (K) buildings and real property.
3. “Produced in the United States” means—
 - a. in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - b. in the case of manufactured products, that— (i) the manufactured product was manufactured in the United States; and (ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
 - c. in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.
4. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. Projects consisting solely of the purchase, construction, or improvement of a private home for personal use would not constitute an infrastructure project under OMB Guidance M-22-11. Projects that will serve a public function, are publicly owned and operated, privately operated on

behalf of the public, or are a place of public accommodation are indicia of infrastructure.

17. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

- a. As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.
- b. Prohibitions
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in this paragraph applies, Subrecipient and its subcontractors or subrecipients shall not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this Agreement, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

- i. This paragraph does not prohibit contractors, such as Subrecipient, from providing—
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
 - 3. That which 2 C.F.R. Section 200.216 does not apply.

d. Reporting requirement

- i. In the event Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Agreement, or Subrecipient is notified of such by a subcontractor or subrecipient at any tier or by any other source, Subrecipient shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.
- ii. Subrecipient shall report the following information pursuant to paragraph (e):
 - 1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if

known); supplier Commercial and Government Entity (“*CAGE*”) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. Subcontracts. Subrecipient shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.
18. Remedies. If any work performed and/or goods delivered by Subrecipient fails to meet the requirements of the Agreement, any other applicable standards, codes or laws, or otherwise breaches the terms of the Agreement, the Director may in his or her sole discretion:
- a. elect to have Subrecipient re-perform or cause to be re-performed, at Subrecipient’s sole expense, any of the work which failed to meet the requirements of the Agreement;
 - b. in the case of goods, reject the goods and require Subrecipient to provide replacement goods that meet the needs of the City and the terms of the Agreement;
 - c. hire another subrecipient or contractor to perform the work and deduct any additional costs incurred by the City as a result of substituting subrecipients or contractors from any amounts due to Subrecipient; or
 - d. pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the City’s right to pursue and obtain any and all other available legal or equitable remedies against Subrecipient.

19. Suspension and Debarment.

- a. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list

maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Subrecipient can verify its status and the status of its principals, affiliates, subcontractors, and subrecipients at www.SAM.gov.

- b. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Subrecipient is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- c. Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- d. This certification, found in Exhibit D, is a material representation of fact relied upon by the State of Texas and the City. If it is later determined that Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, , in addition to remedies available to the State of Texas and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- e. Subrecipient agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of this purchase order. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. Byrd Anti-Lobbying Amendment.

- a. A subrecipient or contractor who applies or bids for an award or receives a Contract/Purchase Order of \$100,000 or more shall submit to the City's Chief Procurement Officer or designee the required certification as set out in Exhibit E of this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
- a. If Subrecipient intends to subcontract any portion of the work covered by this Agreement, Subrecipient must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
22. Davis-Bacon Act – Applicable to Contracts/Purchase Orders for construction work in excess of \$2,000.00 and not funded by FEMA-PA Program.
- a. All transactions regarding this Contract/Purchase Order shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Subrecipient shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Subrecipient is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, Subrecipient is required to pay wages not less than once a week.
23. Copeland "Anti-Kickback" Act – Applicable to Contracts/Purchase Orders for construction work in excess of \$2,000.0 and when the Davis-Bacon Act also applies.

- a. Subrecipient. Subrecipient shall comply with 18 U.S.C. §874, 40 U.S.C. §3145 and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference to this Agreement.
 - b. Subcontracts. Subrecipient or subcontractor and subrecipient shall insert in any subcontracts or subrecipient agreement the clause above and such other clauses as the City or the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors or subrecipients to include these clauses in any lower tier subcontracts. Subrecipient shall be responsible for the compliance by any subcontractor or subrecipient or lower tier subcontractors or subrecipients with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor or subrecipient as provided in 29 U.S.C. § 5.12.
24. Notice About Fraud and Waste. Upon approval of this Agreement, Subrecipient shall post in a conspicuous place on its premises a notice about fraud or waste in federally funded programs or operations issued by the Federal Agency Office of Inspector General. A copy of such notice may be requested directly from the Federal Agency Office of Inspector General to the City.
25. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;

- v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, subcontractor or subrecipient who has the responsibility to investigate, discover, or address misconduct.
 - c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
26. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating Subrecipient-owned, rented, or personally-owned vehicles.
27. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient is encouraged to adopt and enforce policies that ban text messaging while driving.
28. Publications. Any publications produced with funds from this award must display the following language noting the funds for the project came from federal funds: “This project [is bring][was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to the City of Houston by the [Federal Agency name].”
- Any publications produced with funds from this award or pertaining to projects or programs administered with funds from this award must be approved by the City prior to publication.
29. Intellectual Property Rights.
- a. The Federal Government and Federal Agency reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purpose the copyright in all products developed under the Grant, including a subgrant or contract under the Grant or subgrant and any rights of copyright to which the Grant award recipient, subrecipient or a contractor purchases ownership under and award (including not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such produces worldwide by any means, electronically or otherwise.
 - b. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where

the Federal Agency has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

- c. If revenues are generated by selling products developed with grant funds in including intellectual property, these revenues are considered program income. Program income must be used in accordance with the providers in of this Grant award and 2 C.F.R. §200.307.
- d. The following language must be on all work products developed in whole or in part with Grant funds:

“This work product was funded by a grant awarded by *{insert Federal Agency name}*. The product was created by the recipient and does not necessarily reflect the official position of *{insert Federal Agency name}*. *{insert Federal Agency name}* makes no guarantees, warranties, or assurances of any kind, expressed or implied, with respect to such information, including an information on linked sites and including but not limited to accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”
- e. As required by 2 C.F.R. §2900.13, any intellectual property developed under a discretionary Federal award process must be licensed under an open license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient.
- f. All small business firms and non-profit organizations as defined in 37 C.F.R. §401.2(h), and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 C.F.R. Part 401. To summarize, these requirements describe the ownership of intellectual property rights and the government’s nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually rendered to practice in the performance of work under this Grant award. These requirements are in addition to those found above.

30. Debts Owed to the City.

- g. Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of its award from Treasury; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the City and to the Federal government.

- h. Any debts determined to be owed the City must be paid promptly by Subrecipient for repayment to the federal government.
 - i. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in this paragraph. The City will take any actions available to it to collect such a debt.
- 31. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 32. Pre-Award Costs. Pre-award costs, as defined in 2 C.F.R. §200.458, may not be paid with funding under this Agreement.
- 33. Conflicts of Interest. Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the City any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112, and the City will, in turn, disclose such conflicts to the Treasury Department, as appropriate.
- 34. Disclaimer. The United States expressly disclaims any and all responsibility or liability to Recipient and Subrecipient or third persons for the actions of Recipient, Subrecipient, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient and Subrecipient does not in any way establish an agency relationship between the United States and Recipient or Subrecipient.
- 35. Subrecipient understands that the City's obligation for payment under this Agreement is limited in its entirety by the provisions of this Agreement for the performance of services under this Agreement; unless additional funds are approved by City Council through supplemental allocations to pay for the services, the City shall have no obligation to pay Subrecipient. Subrecipient must look to these designated funds only and to no other funds for the City's payment under this Agreement, and that the City is permanently excused from making payments due under this Agreement if, for whatever reason, there is a lack of funds.

**ADDITIONAL REQUIREMENTS WHEN AGREEMENT IS FUNDED BY U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDS:**

In addition to the General Federal Requirements listed above, if this Agreement is funded using funds from the U.S. Department of Housing and Urban Development (“**HUD**”), Subrecipient shall comply with all procurement requirements, laws, regulations, and interpretative guidance relating to the respective HUD program, including but not limited to program requirements found in 24 C.F.R. Part 574 (HOPWA) and the requirements listed below, and these requirements shall flow down to any agreements Subrecipient enters into with other parties relating to these funds.

1. Civil Rights Compliance. Subrecipient shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 C.F.R. part 23. Subrecipient shall submit to the City’s Chief Procurement Officer or designee the required assurances as set out in Exhibit F of this Agreement. Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the project under this Agreement:
 - a. Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part I, “Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964”;
 - b. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);
 - c. Title VIII of the Civil Rights Act of 1968, “The Fair Housing Act of 1968” (42 U.S.C. § 3601, et seq.), as amended;
 - d. Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, “Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063”; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;
 - e. The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

- f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and
- g. “Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development”, 24 C.F.R. Part 8.
- h. The Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §§155, 201, 218, and 225);
- i. By signing this Agreement, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system

2. National Flood Insurance Program.

- a. If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.
- b. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973, as amended. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement.

3. Displacement, Relocation, Acquisition and Replacement of Housing.

- a. Subrecipient understands that projects funded hereunder may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §4601-4655), as applicable; and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA.

4. Section 3 of the Housing and Urban Development Act of 1968.

- a. Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, Pub. L. 90-448, 82 Stat. 476 (codified as amended at 12

U.S.C. 1701u) and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon any Subrecipients and subcontractors. Failure to fulfill these requirements shall subject any Subrecipients, subrecipients, and subcontractors, their successors and assigns, to those sanctions specified by this Agreement through which Federal assistance is provided.

- b. Subrecipients agree to include the following language in all subcontracts executed under this Agreement:
“The work to be performed under this Agreement is subject to the requirements of Section 3 of the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. §1701u, "Section 3") and implementing regulations at 24 C.F.R. Part 75 apply to the Agreement. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").”
- c. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service area or neighborhood of the Development and YouthBuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- d. Subrecipient agrees to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Agreement, the Subrecipient certifies that they are under no contractual or other impediments that would prevent them from complying with the Section 3 Regulations.
- e. 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 the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and shall post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i)

minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

- f. Subrecipient will include or have included a Section 3 clause in every subcontract or subrecipient agreement subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontractor or subrecipient in this Section 3 clause, upon a finding that the subcontractor violates the regulations in Section 3 Regulations. Subrecipient will not subcontract with any subcontractor or subrecipient where the Subrecipient has notice or knowledge that the subcontractor or subrecipient has been found in violation of Section 3 Regulations.
 - g. Subrecipient will certify that any vacant employment positions, including training positions, that are filled (i) after a subcontractor or subrecipient is selected but before the Agreements executed, and (ii) with persons other than those to whom the Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under Section 3 Regulations
 - h. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
5. Lead-Based Paint Poisoning Prevention Act. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856), and the implementing regulations at 24 C.F.R. Part 35, Subparts A, B, J, K and R may apply to activities under the Contract.
6. Uniform Administrative Requirements, Cost Principles and Audit Requirements. Subrecipient shall comply with "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as set forth under 2 C.F.R. Part 200, except as provided by 24 C.F.R. § 570.502(a)(1)-(8).
7. Conflict of Interest
- a. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 C.F.R. Part 200, Subpart B - General Provisions, shall apply.
 - b. In all cases not governed by 2 C.F.R. Part 200, Subpart B, the provisions of this section shall apply. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible

activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

- (i) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.
 - (ii) The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, contractor, or subrecipient which receives funds under the federal grant.
- 8. Eligibility of Aliens Not Lawfully Present in U.S. Subrecipient understands that aliens not lawfully present in the U.S., as described in 49 C.F.R. §24.208, are not eligible to apply for benefits under certain federal activities.
- 9. 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 insure 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 C.F.R. §40.2 or the definition of "building" as defined in 41 C.F.R. §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 C.F.R. Part 40 for residential structures and Appendix A to 41 C.F.R. Part 101-19, Subpart 101.6, for general type buildings).
- 10. Records for Audit Purposes. Without limitation to any other provision of the foregoing Agreement/Contract, Subrecipient shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient pursuant to 2 C.F.R. §200.333. Subrecipient shall maintain records required by 24 C.F.R. §135.92 for the period required under 2 C.F.R. §200.333. Subrecipient will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and

construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained under 2 C.F.R. §200.336.

11. Audit Requirements.

- a. Limited Scope Audit - Subrecipient understands that Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review and audit as described herein above at Section 7 of the General Federal Requirements. Subrecipient further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 C.F.R. Part 200, Subpart F - Audit Requirements.
- b. Single Audit - Single Audit - Subrecipient further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 C.F.R. Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 C.F.R. Part 200, Subpart F - Audit Requirements. Once the Agreement is executed, Subrecipient understands that it is barred from considering such audit and must have a single audit conducted as described herein above.

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

13. Energy Policy and Conservation Act. Subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

14. Procurement of Recovered Materials. See 2 C.F.R. §200.322.

15. Subrecipient shall not use HUD seal(s), logos, crests, or reproductions of flags or likenesses of HUD agency officials without specific the HUD’s written pre-approval.

ADDITIONAL FEDERAL CONTRACT PROVISIONS. Reserved

SIGNATURE. Contractor hereby executes this **Exhibit D** to confirm compliance with the above requirements.

Harris County

Company Name

ud e ina Hidalgo

Name and Title

Signature

Date Signed

EXHIBIT E

Certification Regarding Lobbying

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Harris County

Name of Subrecipient

Homeless Services Program

RFP, ITB, EPO or PO No., or Project Name

Signature

Lina Hidalgo

Printed Name

Harris County Auditor

Title

Date

EXHIBIT F

Certification for Debarment, Suspension, and Other Responsibility Matters

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

This Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension) and, if applicable, 45 C.F.R. § 75.213. As such, Subrecipient is required to confirm that none of the Subrecipient, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Agreement, Subrecipient, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a subrecipient to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Agreement that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined

that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.

- 7) The prospective primary participant further agrees by signing this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

{CERTIFICATION FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

CERTIFICATION

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Harris County

Subrecipient Name

ud e ina Hidalgo

Name and Title

Signature

Date

EXHIBIT G

Assurances of Compliance with Civil Rights Requirements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS IF AGREEMENT IS FUNDED BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FUNDS

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

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

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

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient’s programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please

visit <http://www.lep.gov>. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

4. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1 – 4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

5. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

6. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

7. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

8. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the

Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

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

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

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

a political subdivision of the State of Texas

HARRIS COUNTY, TEXAS

a political subdivision of the State of Texas

Date: _____

Signature of Authorized Official

Name: ina Hidalgo

Title: Harris County Auditor

EXHIBIT H

Federal Award Identification

[TO BE INSERTED]

Exhibit C - Harris County

Harris County Community Services Homeless Prevention Program

TOTAL Public Service Funds: \$143,750.00

ACCOUNT DESCRIPTION	ACCOUNT EXPLANATION/ DETAILS	FTE	Annual Amount	PS Funds %	ADMIN COSTS (INDIRECT) CDBG	PROGRAM COSTS (DIRECT) ESG	TOTAL Public Service GRANT FY2024	TOTAL OTHER FUNDING SOURCES	TOTAL PROJECT COSTS (PS+ OTHER)	COSTS NOT ASSOCIATED WITH PROJECT	TOTAL COSTS	MATCH (TO FULFILL ESG REQUIREMENT)
Public / Private / Applicant Funding												
SALARIES, FRINGE BENEFITS & DIRECT DELIVERY COSTS												
Payroll and Personnel Expenses												
Salary and Wages												
	Case Mgr	0.5	\$ 51,188.80	50.00%	\$ -	\$ -	\$ -	\$ 51,188.80	\$ 51,188.80	\$ -	\$ 51,188.80	\$ 25,594.40
	Admin Assistant	0.5	\$ 45,073.60	50.00%	\$ 2,567.60	\$ 19,970.00	\$ 22,537.60	\$ 22,536.00	\$ 45,073.60	\$ -	\$ 45,073.60	\$ -
	Accountant	0.25	\$ 64,729.60	25.00%	\$ 16,182.40	\$ -	\$ 16,182.40	\$ 48,547.20	\$ 64,729.60	\$ -	\$ 64,729.60	\$ -
	ESG Asst Director (10%)	0.1	\$ 107,848.00	0.00%	\$ -	\$ -	\$ -	\$ 107,848.00	\$ 107,848.00	\$ -	\$ 107,848.00	\$ 13,338.73
	ESG Manager (20%)	0.2	\$ 78,956.80	0.00%	\$ -	\$ -	\$ -	\$ 78,956.80	\$ 78,956.80	\$ -	\$ 78,956.80	\$ 19,532.33
	Subtotal		\$ 347,796.80	11.13%	\$ 18,750.00	\$ 19,970.00	\$ 38,720.00	\$ 309,076.80	\$ 347,796.80	\$ -	\$ 347,796.80	\$ 58,465.46
Fringe Benefits												
	FICA		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,588.38
	Worker's Compensation		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,102.79
	SUI		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 957.76
	Insurance (Medical, Dental, Life)		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,704.53
	Retirement		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,181.08
	Subtotal		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,534.54
Professional Fees, Contract Services												
	Legal Consultant		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Temporary Staffing		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Rent, Lease, and Purchase Equipment		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Travel		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Lease Space (Office Space)		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Allocation of Case Mgmt Software:		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Consumables and Supplies		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Mileage		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER ADMINISTRATIVE COSTS												
	Audit Costs		\$ -	0.00%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Accounting/Payroll Costs		\$ -	0.00%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Liability Insurance		\$ -	0.00%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal		\$ -	0.00%	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER PROGRAM COSTS												
	Rental Assistance		\$ 105,030.00	100.00%		\$ 105,030.00	\$ 105,030.00	\$ -	\$ 105,030.00	\$ -	\$ 105,030.00	\$ -
	Subtotal		\$ 105,030.00	100.00%	\$ -	\$ 105,030.00	\$ 105,030.00	\$ -	\$ 105,030.00	\$ -	\$ 105,030.00	\$ -
TOTAL			\$ 452,826.80	31.75%	\$ 18,750.00	\$ 125,000.00	\$ 143,750.00	\$ 309,076.80	\$ 452,826.80	\$ -	\$ 452,826.80	\$ 125,000.00

Exhibit C - Harris County

Harris County Community Services Homeless Prevention Program

TOTAL Public Service Funds: \$143,750.00

ACCOUNT	ACCOUNT EXPLANATION/ DESCRIPTION DETAILS	FTE	Annual Amount	PS Funds %	ADMIN COSTS (INDIRECT) CDBG	PROGRAM COSTS (DIRECT) ESG	TOTAL Public Service GRANT FY2024	TOTAL OTHER FUNDING SOURCES	TOTAL PROJECT COSTS (PS+ OTHER)	COSTS NOT ASSOCIATED WITH PROJECT	TOTAL COSTS	MATCH (TO FULFILL ESG REQUIREMENT)
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Summary for PS Grant

Public Service Activity	Amount	Percentage
INDIRECT -- ADMINISTRATION	\$18,750.00	13.04%
DIRECT -- PROGRAM COSTS	\$125,000.00	86.96%
TOTAL	\$143,750.00	100.00%

Approved: _____
HARRIS COUNTY, TX

Date: _____

Approved: _____
DIRECTOR, HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

Date: _____