

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 TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS HOMELESS SERVICES PROGRAM YOUTH SET-ASIDE  
FUNDS**

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, HCCSD received notification from the City of Houston that Harris County was granted an award of \$200,000.00 in TDHCA Homeless Services Program Youth Set-Aside funding for the purpose of serving youth, ages 18 to 24, and youth-headed households within the City of Houston to provide housing stability case management; and

WHEREAS, HCCSD assists hundreds of low-income households annually with the help of various grants to deliver homeless prevention services and housing stability case management services. The City of Houston's TDHCA Homeless Services Program Youth Set-Aside funds

**Harris County Community Services Department**

**EXECUTIVE SUMMARY**

**City of Houston's  
Texas Department of Housing and Community Affairs'  
Homeless Services Program – Youth Set-Aside funds (“*HHSP-Y Funds*”)**

April 23, 2024

On February 12, 2024, HCCSD received notification from the City of Houston that Harris County was granted an award of \$200,000 in TDHCA Homeless Services Program Youth Set-Aside funding for the purpose of serving youth, ages 18 to 24, and youth-headed households within the City of Houston to provide housing stability case management.

Harris County Community Services Department (HCCSD) assists hundreds of low-income households annually with the help of various grants to deliver homeless prevention services and housing stability case management services. The City of Houston's TDHCA Homeless Services Program Youth Set-Aside funds would allow HCCSD to serve youth, ages 18 to 24, and youth-headed households within the City of Houston to provide housing stability case management.

On March 29, 2024, Harris County received a grant agreement from the City of Houston for the TDHCA's Homeless Services Program – Youth Set-Aside funds (“*HHSP-Y Funds*”) in the amount of \$200,000 for grant term beginning April 1, 2024, and ending on August 31, 2024. These funds awarded by the City of Houston allow HCCSD the ability to assist 60 eligible youth, ages 18 to 24, and youth-headed households within the City of Houston. Services provided to eligible youth and youth-headed households will include housing stability case management for a grant term of April 1, 2024 through August 31, 2024 with an option to extend up to six months for the provision of expending all awarded funds.

It is recommended that Commissioners Court approve the acceptance and execution of the grant agreement with City of Houston for an award amount of \$200,000 in TDHCA Homeless Services Program-Youth Set-Aside funds for the purpose of assisting 60 eligible youth and/or youth headed households living in the City of Houston with housing stability case management.

would allow HCCSD to serve youth, ages 18 to 24, and youth-headed households within the City of Houston to provide housing stability case management; and

WHEREAS, on March 29, 2024, Harris County received a grant agreement from the City of Houston for the TDHCA's Homeless Services Program – Youth Set-Aside funds ("HHSP-Y Funds") in the amount of \$200,000.00 for grant term beginning April 1, 2024, and ending on August 31, 2024.; and

WHEREAS, the TDHCA HHSP-Y program funds awarded by the City of Houston allow HCCSD the ability to assist 60 eligible youth, ages 18 to 24, and youth-headed households within the City of Houston with housing stability case management for a grant term beginning April 1, 2024, and ending on August 31, 2024 with an option to extend up to six months for the provision of expending all awarded funds; and

WHEREAS, now HCCSD wishes to accept and execute a grant agreement with the City of Houston for a total award amount of \$200,000.00 for the purpose of providing housing stability services to 60 eligible youth and youth-headed households in the City of Houston.

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 for the TDCHA Homeless Services Program Youth Set-Aside 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*”).

### **WITNESSETH:**

**WHEREAS**, the City has entered into that certain Contract No. 18247000009, dated October 24, 2023 (“*TDCHA Contract*”), by and between the City and the Texas Department of Housing and Community Affairs (“*TDHCA*”) for funding of in Homeless Services Program – Youth Set-Aside funds (“*HHSP-Y Funds*”) from the Homeless Housing and Services Program (“*HHSP*”) pursuant to Section 2306.2585 of the Texas Government Code; and

**WHEREAS**, the City desires to enter into this Agreement with Subrecipient to provide funding of up to a total of \$200,000.00 in Homeless Services Program – Youth Set-Aside funds (“*HHSP-Y 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 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; and

**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 shall be subject to audit by the State of Texas in accordance with the Section 2262.154 of the Texas Government Code.

**ARTICLE II**  
**Time of Performance**

2.1 The term of this Agreement shall begin on April 1, 2024, 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 this 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. However, notwithstanding the above, Subrecipient must spend all of the HHSP-Y Funds no later than August 31, 2024, with all reimbursement requests for such HHSP-Y Funds to be received by the City no later than September 20, 2024; provided, however, that should the TDHCA approve an extension (“***TDHCA Extension***”) of the “Contract Term”, as such term is defined in Section 2 of the TDHCA Contract, as more particularly stated therein, then the HHSP-Y Expenditure Date may be extended by the Director of the Department of Housing and Community Development (“***Director***”), in his or her sole discretion, to a date no later than the TDHCA Extension

2.3 This Agreement may be extended for up to six (6) months by the 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 **Two Hundred Thousand and 00/100 Dollars (\$200,00.00.00), in HHSP-Y Funds** as set forth in the Budget solely for the reimbursement of costs allowable under this Agreement and the TDHCA Contract with TDHCA. The City shall not be liable for the reimbursement of any expenses which are not allowable under the terms of this Agreement or under the TDHCA Contract with TDHCA.

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 on 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 and the TDHCA Contract with TDHCA.

## **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.



<b>Quarter</b>	<b>Due Date</b>
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).

<b>Quarter</b>	<b>Due Date</b>
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 TDHCA'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.

5.2 Subrecipient shall, no later than thirty (30) days upon expiration of the Term, submit to the City a cumulative inventory report of all real property and equipment acquired, if any, in whole or in part with HHSP-Y Funds pursuant to this Agreement. Subrecipient acknowledges that TDHCA may, in its sole determination, either (i) take possession of, and/or demand the transfer of title to, equipment purchased with HHSP-Y Funds pursuant to this Agreement if such equipment is no longer needed by Subrecipient, or (ii) demand reimbursement for such equipment.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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. Subrecipient shall maintain all records relating to this Agreement at its regular place of business for all expenditures made hereunder in accordance with the Texas Grant Management Standards (“***TxGMS***”), and 10 TAC §7.8.

5.8 The Director, other City representatives, and/or TDHCA 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.

5.9 Subrecipient shall submit to City, within thirty (30) days after the end of each fiscal year period, an Audit Certification Form as specified by TDHCA for each fiscal year in which any months of the Subrecipient's fiscal year overlaps a month of the Term. Unless otherwise directed by City, Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Subrecipient by an independent auditor subject to the following conditions and limitations:

- (a) Each audit required by this section must cover Subrecipient's entire operations relating to the programs funded hereby; and
- (b) Unless otherwise specifically authorized by the City in writing, Subrecipient shall submit a copy of the report of such audit to the City within thirty (30) days after the completion of such audit, but in no case later than three (3) months after the end of each fiscal period included within the period of this Agreement. Audits performed under this section are subject to review and to direction on the resolution of findings by City, TDHCA, or their authorized representatives.

All approved HHSP records shall be made available for public inspection within twenty (20) days after completion of each fiscal audit.

5.10 The Subrecipient shall promptly report to the Director any conditions, transactions,

situations or circumstances, encountered by the Subrecipient, including but not limited to suspected fraud and unlawful conduct, 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 applicable state or federal agencies, and grievances and lawsuits, real or threatened.

5.11 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.

5.12 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.

5.13 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 Part 574.

5.14 Upon approval of this Agreement Subrecipient shall post in a conspicuous place on its premises a notice about fraud or waste. A copy of such notice may be requested directly from 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.

5.15 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.

5.16 In addition to the limitations and rights of the City otherwise specified in this Agreement, it is expressly understood and agreed that if Subrecipient fails to submit to the City in a timely and satisfactory manner and report required in this Article V, applicable state laws or rules regarding the HHSP-Y program or the TDHCA, the City may, at its sole option and in its sole discretion, withhold any or all disbursements otherwise due or requested by Subrecipient hereunder. If City withholds such disbursements, it shall notify Subrecipient in writing of its decisions, the reasons for such action and the time period in which Subrecipient has to bring itself into compliance. Disbursements withheld pursuant to this paragraph may be held by the City under such time as the Subrecipient is in compliance with the requirements for which funds are being held. If Subrecipient fails to perform as required, the City may terminate this Agreement, and Subrecipient hereby agrees and acknowledges that upon termination, Subrecipient's rights to any funds shall be terminated.

## **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.

## **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 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 by City for convenience.

9.2 The Director may terminate this Agreement for convenience at any time by giving 30 days written notice to Subrecipient. 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**

Subrecipient acknowledges that the City's obligation to pay Subrecipient under this



Agreement, if any, is limited in its entirety by the provisions of this Section, and to the grant funds received by the City from TDHCA, including but not limited to, for the performance of services under this Agreement; unless adequate funds are received by the City pursuant to the TDHCA Contract, 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. 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:

<b>EXHIBIT A</b>	Project Summary
<b>EXHIBIT B</b>	Scope of Services
<b>EXHIBIT C</b>	Budget
<b>EXHIBIT D</b>	TDHCA Contract Requirements
<b>EXHIBIT E</b>	Certification Regarding Lobbying
<b>EXHIBIT F</b>	Certification for Debarment, Suspension, and Other Responsibility Matters
<b>EXHIBIT G</b>	Certification Regarding Drug-Free Workplace 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  
9418 Jensen Dr.  
Houston, Texas 77093  
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, or any requirement of the TDHCA or the HHSP-Y Program;
- (b) The dissolution or liquidation of the Subrecipient or; the filing of a voluntary petition in bankruptcy by the Subrecipient or; the adjudication of the Subrecipient as bankrupt; an assignment for the benefit of creditors by the Subrecipient or; the entry into an agreement for the benefit of creditors by the Subrecipient or; 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;
- (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; or
- (d) TDHCA or the State of Texas makes an audit finding or exception that relates to the Program or the funds provided under this Agreement.

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 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; 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 the TDHCA or the State of Texas 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 TDHCA or other cognizant 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 State of Texas, nor TDHCA 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, 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 The Subrecipient agrees to comply with applicable state law 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. The HHSP Agreement requires that program income, if any, must be used only for allowable expenditures.

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 HHSP-Y Funds, subject to all applicable requirements governing the use of HHSP-Y 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 activities. The Subrecipient must submit a request in writing to the City for authorization to use the program income generated from its Program. 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. Program income received after the Term, or is not expended within the Term, must be returned to the City within ten (10) days after the expiration of the Term.

## **ARTICLE XXII**

### **Reversion of Assets**

Subrecipient agrees that upon the expiration of this Agreement, Subrecipient shall transfer to the City any City Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of HHSP-Y 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 April 1, 2024.

**[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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
MAYOR

### **ATTEST/SEAL:**

### **ATTEST/SEAL:**

By: \_\_\_\_\_

CORPORATE SECRETARY

\_\_\_\_\_  
CITY SECRETARY

Name: \_\_\_\_\_

### **COUNTERSIGNED:**

\_\_\_\_\_  
CITY CONTROLLER

### **DATE OF COUNTERSIGNATURE**

### **APPROVED:**

### **APPROVED AS TO FORM:**

\_\_\_\_\_  
INTERIM DIRECTOR, HOUSING AND  
COMMUNITY DEVELOPMENT

\_\_\_\_\_  
SENIOR ASSISTANT CITY ATTORNEY

## **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 Youth Homeless Services 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 state and federal funds.
- V. The maximum compensation for eligible activities under the Agreement is \$200,000.00 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 Youth Homeless Services Program (“***Program***”), will assist youth, ages 18 to 24, and youth-headed households to achieve and/or maintain stability in the participant’s current permanent housing, move into other permanent housing and achieve stability in that housing, or move into permanent housing for those entering as homeless. 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 stabilization services to youth and youth-headed households who are homeless or at-risk of homelessness as follows:

1. Serve a minimum of **sixty (60)** unduplicated, youth and youth-headed households within the Houston City limit service area;
2. Provide case management that create solutions for stable housing outcomes;
3. Assist in evaluating current resources and linkages to community support agencies to help maintain financial independence;
4. Provide resource navigation services and connections to services such as tenant education, job skills programs, life skills education, transportation, medical appointments, among others to address barriers; and
5. Provide Housing Navigation services to include assistance with housing program enrollment, tenant education, housing identification, preliminary property walk through, lease execution support, among others that support a successful housing process for client.

##### **C. CONTENT AND OPERATIONS:**

Subrecipient will provide services at the following location: Harris County Community Services Department, 8410 Lantern Point Drive, Houston, TX 77054. 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 and TDHCA 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 Program.
  - e. Financial Sustainability upon exiting Program

## **EXHIBIT C**

Budget

## EXHIBIT D

### TDHCA Contract Requirements

8/8/2023

#### **GENERAL TDHCA REQUIREMENTS APPLICABLE TO AGREEMENTS, INVOLVING HHSP-Y FUNDS**

Subrecipient must comply with the following 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 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.

Subrecipient acknowledges that the City is using HHSP-Y funds attached to the 2024 Texas Homeless Housing and Services 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 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 HHSP-Y Funds.

1. Subrecipient shall comply with the TxGMS, including applicable state and federal laws, regulations, executive orders, federal policies, procedures and directives as well as any guidance issued by the TDHCA or the Texas Comptroller.
2. Subrecipient acknowledges that the State of Texas 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. 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.
4. 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.
5. 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.
6. Maintaining Records. Subrecipient shall maintain records, including but not limited to financial records, in accordance with 10 TAC §§ 7.8, 7.10, and 7.28.
7. 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.
8. 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.
9. Subrecipient shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of TDHCA without specific TDHCA pre-approval.
10. Access to Records. The following access to records requirements apply to this Agreement:
- a. Subrecipient agrees to provide the City, TDHCA, the Texas Comptroller, the Texas Department of Emergency Management, any federal agency of applicable jurisdiction, 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 TDHCA or its authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
  - d. The City and Subrecipient acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by TDHCA or its authorized representatives.
  - 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.

- f. Subrecipient acknowledges that all information written, produced, collected, assembled, or maintained by Subrecipient pursuant to this Agreement is subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code) (“*TPIA*”) and must be provided to citizens, public agencies, and other interested parties in accordance with the TPIA as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the State of Texas pursuant to this Contract, available in a format that is accessible by the public at no additional charge to the State. A request to the Subrecipient for public information shall be communicated to City’s contact identified in this Agreement, by the close of business on the following business day after the request is received. Subrecipient shall not provide to the requestor any information that was written, produced, collected, assembled, or maintained under this Agreement, but shall respond to the requestor that the request has been forwarded to City for processing. Subrecipient shall provide all relevant information responsive to the request to the City no later than five (5) business days after receiving the information request. Subrecipient shall timely notify the City if there will be any delay in sending the information request or responsive documents to the City.
11. Limited English Proficiency (“LEP”). To the extent Subrecipient interacts with program participants, Subrecipient must create a Language Access Plan to provide program applications, forms, and educational materials, if any, in English, Spanish, and any appropriate language, based on the needs of the local Houston, Texas, area, and in compliance with the requirements of Executive Order 13166 of August 11, 2000, shown at: <https://www.justice.gov/crt/executive-order-13166>. To ensure compliance, Subrecipient must take reasonable steps to insure that persons with LEP have meaningful access to the program. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
12. 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.

13. 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.

14. Purchase and Procurement. Subrecipient shall comply with the requirements of TxGMS and 10 TAC § 1.404 for procurement and purchase transactions using HHSP-Y Funds provided pursuant to the terms of this Agreement.
15. 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.

16. 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.

17. 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](http://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 throughout the period of this Agreement. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. 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.

19. 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.

20. National Fire Protection. None of the HHSP-Y Funds provided hereunder may be used in connection with any dwelling unit unless the unit is protected by a hard-wired or battery-

operated smoke detector installed in accordance with the National Fire Protection Association Standard 74.

21. Undocumented Workers. Pursuant to Chapter 2264 of the Texas Government Code, Subrecipient hereby certifies that Subrecipient, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented work, where “undocumented workers” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving the HHSP-Y Funds, Subrecipient or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. §1324a(f), Subrecipient shall repay the HHSP-Y Funds with interest, at the rate of five percent (5%) per annum, not later than the one hundred twentieth (120th) day after the date Subrecipient is notified of the violation.
22. Limitation on Abortion Funding. Pursuant to Chapter 2273 of the Texas Government Code, to the extent allowed by federal and state law, Subrecipient may not contract with an “abortion provider” or an “affiliate” of an abortion provider, as said terms are defined thereunder.
23. Debts Owed to the City.
  - a. 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.
  - b. Any debts determined to be owed the City must be paid promptly by Subrecipient for repayment to the federal government.
  - c. 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.
24. Conflicts of Interest.
  - a. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Failure to maintain written standards of conduct and to follow and enforce the

written standards is a condition of default under this Agreement and may result in termination of this Agreement or deobligation of funds.

- b. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.
- c. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. Subrecipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.
- d. The provision of any type or amount of HHSP assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the Subrecipient, subgrantee or a parent or subsidiary of the Subrecipient.
- e. No Subrecipient may, with respect to individuals or families occupying housing owned by the Subrecipient, or any parent or subsidiary of the Subrecipient, carry out the initial intake required for Program Participant files.
- f. For transactions and activities other than the procurement of goods and services, no officers, employees, and agents, including consultants, officers, or elected or appointed officials of the Subrecipient, subgrantee, or subcontractor who exercises or has exercised any functions or responsibilities with respect to activities assisted under HHSP-Y, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
- g. Subrecipient represents and warrants that performance under the Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that in the

administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the Term of this Agreement, Subrecipient shall promptly notify the City.

25. Disclaimer. TDHCA 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 TDHCA and Recipient or Subrecipient.
26. 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.
27. 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. State of Texas’ Analysis of Impediments to Fair Housing Choice.

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

Harris County

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Company Name

Lina Hidalgo, Judge

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Name and Title

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Signature

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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 Youth Set-Aside

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

\_\_\_\_\_  
Signature

Lina Hidalgo

\_\_\_\_\_  
Printed Name

Harris County Judge

\_\_\_\_\_  
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

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Subrecipient Name

Lina Hidalgo, Judge

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Name and Title

---

Signature

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Date

## **EXHIBIT G**

### **Certification Regarding Drug-Free Workplace Requirements**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988.

The undersigned certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- 4) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement; and
  - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- 5) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Place(s) of performance [site(s) for the performance of work done in connection with the specific grant] (include street address, city, county, state, zip code):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). If Subrecipient does not identify the workplaces at the time of application, or upon award, if there is no application, the Subrecipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

This certification is a material representation of fact upon which reliance is placed when the City executes this Agreement. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the City, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Harris County

\_\_\_\_\_  
Company Name

Lina Hidalgo, Judge

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit C - Harris County**

**Harris County Community Services Youth Homeless Services Program**  
**TOTAL Public Service Funds: \$200,000.00**

		FTE	Annual Amount	PS Funds %	ADMIN COSTS (INDIRECT)	PROGRAM COSTS (DIRECT)	TOTAL Public Service GRANT FY2024	TOTAL OTHER FUNDING SOURCES	TOTAL Project COSTS (PS+ OTHER)	COSTS NOT ASSOCIATED WITH PROJECT	TOTAL COSTS	
ACCOUNT DESCRIPTION	ACCOUNT EXPLANATION/ DETAILS											
								Public / Private / Applicant Funding				
SALARIES, FRINGE BENEFITS & DIRECT DELIVERY COSTS												
Payroll and Personnel Expenses												
Salary and Wages												
	Case Manager	1	\$ 52,790.40	66.67%	\$ -	\$ 35,193.60	\$ 35,193.60	\$ 17,596.80	\$ 52,790.40	\$ -	\$ 52,790.40	
	Case Manager	1	\$ 52,790.40	66.67%	\$ -	\$ 35,193.60	\$ 35,193.60	\$ 17,596.80	\$ 52,790.40	\$ -	\$ 52,790.40	
	Program Admin	1	\$ 42,806.40	66.67%		\$ 28,537.60	\$ 28,537.60	\$ 14,268.80	\$ 42,806.40	\$ -	\$ 42,806.40	
	Housing Navigator	1	\$ 49,088.00	66.67%	\$ -	\$ 32,725.33	\$ 32,725.33	\$ 16,362.67	\$ 49,088.00	\$ -	\$ 49,088.00	
	Subtotal		\$ 197,475.20	66.67%	\$ -	\$ 131,650.13	\$ 131,650.13	\$ 65,825.07	\$ 197,475.20	\$ -	\$ 197,475.20	
Fringe Benefits												
	FICA		\$ 15,106.85	66.67%	\$ -	\$ 10,071.24	\$ 10,071.24	\$ 5,035.62	\$ 15,106.85	\$ -	\$ 15,106.85	
	Worker's Compensation		\$ 1,737.78	66.67%	\$ -	\$ 1,158.52	\$ 1,158.52	\$ 579.26	\$ 1,737.78	\$ -	\$ 1,737.78	
	SUI		\$ 1,974.75	66.67%	\$ -	\$ 1,316.50	\$ 1,316.50	\$ 658.25	\$ 1,974.75	\$ -	\$ 1,974.75	
	Insurance (Medical, Dental, Life)		\$ 54,090.00	66.67%		\$ 36,060.00	\$ 36,060.00	\$ 18,030.00	\$ 54,090.00	\$ -	\$ 54,090.00	
	Retirement		\$ 30,218.64	65.34%	\$ -	\$ 19,743.61	\$ 19,743.61	\$ 10,475.03	\$ 30,218.64	\$ -	\$ 30,218.64	
	Subtotal		\$ 103,128.03	66.28%	\$ -	\$ 68,349.87	\$ 68,349.87	\$ 34,778.16	\$ 103,128.03	\$ -	\$ 103,128.03	
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												
	Other		\$ -	0.00%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Subtotal		\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL			\$ 300,603.23	66.53%	\$ -	\$ 200,000.00	\$ 200,000.00	\$ 100,603.23	\$ 300,603.23	\$ -	\$ 300,603.23	

Exhibit C - Harris County

Harris County Community Services Youth Homeless Services Program											
TOTAL Public Service Funds:		\$200,000.00									

		FTE	Annual Amount	PS Funds %	ADMIN COSTS (INDIRECT)	PROGRAM COSTS (DIRECT)	TOTAL Public Service GRANT FY2024	TOTAL OTHER FUNDING SOURCES	TOTAL Project COSTS (PS+ OTHER)	COSTS NOT ASSOCIATED WITH PROJECT	TOTAL COSTS
ACCOUNT DESCRIPTION	ACCOUNT EXPLANATION/ DETAILS										

Summary for PS Grant

Public Service Activity	Amount	Percentage
INDIRECT -- ADMINISTRATION	\$0.00	0.00%
DIRECT -- PROGRAM COSTS	\$200,000.00	100.00%
TOTAL	\$200,000.00	100.00%

Approved: \_\_\_\_\_  
HARRIS COUNTY, TX

Date: \_\_\_\_\_

Approved: \_\_\_\_\_  
DIRECTOR, HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

Date: \_\_\_\_\_