



## HARRIS COUNTY, TEXAS COMMUNITY SERVICES DEPARTMENT

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

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April 16, 2021

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

### ***AGENDA LETTER***

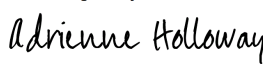
Please consider the following item on the Commissioners Court Agenda for April 27, 2021:

Approval of the attached Agreement, prepared by the County Attorney, between Harris County Community Services Department and the Harris County Resources for Children and Adults Department, herein called the HAY Center project a new, 50-unit permanent supportive housing project for homeless youth aging out of foster care with wraparound supportive services on site. The Agreement provides for \$20,000,000.00 in CDBG-DR Harvey funds, out of a total project cost of \$27,817,605.00, for the partial costs of property acquisition and new construction of the Project, and to increase affordable housing for low- to moderate-income homeless youth of Harris County. The project is jointly funded by the City of Houston with \$5,000,000 in Community Development Block Grant Disaster Recovery Harvey funds (CDBG-DR).

The Harris County Resources for Children and Adults Department will construct HAY Center, of which 50 units will be CDBG-DR-assisted units. The proposed project is located at 3131 Gulf Freeway, Houston, TX 77003, Precinct 1.

Thank you for your assistance with this request.

Sincerely,

DocuSigned by:  
  
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Adrienne M. Holloway, Ph.D.,  
Executive Director

AH/dl/rm/lr/bm

**APPROVAL OF AGREEMENT AMONG HARRIS COUNTY COMMUNITY SERVICES  
DEPARTMENT AND THE HARRIS COUNTY RESOURCES FOR CHILDREN AND ADULTS  
DEPARTMENT FOR THE HAY CENTER PROJECT**

**HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT**

**EXECUTIVE SUMMARY**

April 27, 2021

On February 11, 2019, the Texas General Land Office (GLO) and Harris County entered into a Subrecipient Agreement to provide Hurricane Harvey disaster recovery housing and planning services utilizing HUD Community Development Block Grant Disaster Recovery (CDBG-DR) funds appropriated under the Continuing Appropriations Act, 2018, and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law No. 115-56) and Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123). This Subrecipient Agreement, as amended, commits \$1.092 billion to Harris County housing recovery programs. Amendment 3 to the State Action Plan was approved by HUD on June 13, 2019, and increased the Affordable Rental Housing Program allocation from \$204.5M to \$224.5M for Affordable Rental Housing Program projects.

On July 14, 2020, Harris County Commissioners Court approved funding for the Project and submission of the Project to GLO. Further, on February 9, 2021, GLO notified Harris County that it conditionally approved the HAY Center project (D2017-086), including the Affirmatively Furthering Fair Housing (AFFH) review.

The Harris County Resources for Children and Adults Department, will construct HAY Center, a 50-unit permanent supportive housing project for homeless youth aging out of foster care with wraparound supportive services on site, of which 50 units will be CDBG-DR-assisted units. The proposed project is located at 3131 Gulf Freeway, Houston, TX 77003, Precinct 1. The project is jointly funded by the City of Houston with Community Development Block Grant Disaster Recovery Harvey Funds (CDBG-DR) in the amount of \$5,000,000. Total Harris County project funding will be \$20,000,000.00, with a total of all project funding being \$27,817,605.00.

The HAY Center project was selected via a project application process, which opened on November 6, 2019; and closed January 22, 2020.

Attached for Commissioners Court review and approval is the agreement among Harris County Community Services Department and the Harris County Resources for Children and Adults Department, for the above-described project.

**GRANT AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY RESOURCES  
FOR CHILDREN AND ADULTS FOR THE HAY CENTER PROJECT**

**RECITALS**

This Agreement ("**Agreement**") is made and entered into by and between (i) Harris County, a body politic and corporate under the laws of the State of Texas, herein called "**Harris County**" or "**Grantee**"; (ii) and **Harris County Resources for Children and Adults**, a Department within Grantee, herein called "**Subrecipient**". The proposed project is located at 3131 Gulf Freeway, Houston, TX 77003, Precinct 1; and

A. WHEREAS, on August 25, 2017, Harris County sustained significant damage when Hurricane Harvey made landfall as a Category 4 hurricane and over the next four days dropped as much as 60 inches of rain along the Gulf Coast, including Harris County, that resulted in a Presidentially Declared Disaster; and

B. WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has allocated \$5.024 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Texas in response to Hurricane Harvey, DR-4332, through the publication of the Federal Register, Vol. 83, No. 28, Friday, February 9, 2018; and

C. WHEREAS, In the State of Texas Action Plan submitted to HUD on May 8, 2018 by the Texas General Land Office (GLO), the State made a direct allocation of \$1,115,386,830 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to Harris County; and

D. WHEREAS, The GLO on May 9, 2018 notified Harris County to complete a Supplemental Action Plan, for Hurricane Harvey Round 1 CDBG-DR funding, which will be amended into the State's Action Plan; and

E. WHEREAS, in accordance with GLO requirements, on July 10, 2018, the Harris County Commissioners Court approved the Harris County Supplemental Action Plan and resolved to submit the plan to the GLO; and

F. WHEREAS, on February 11, 2019, the GLO and Harris County entered into a Subrecipient Agreement (Agreement: 19-147-002-B490) to provide Hurricane Harvey disaster recovery housing and planning services utilizing HUD Community Development Block Grant Disaster Recovery (CDBG-DR) funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law No. 115-56). This Subrecipient Agreement (a) commits \$909.6 million to Harris County housing recovery programs including \$204.5 million for Affordable Rental projects, and (b) provides, in Section 8.04 that Harris County make all subcontractors subject to all the "duties, requirements, and obligations" of Harris County under the Subrecipient Agreement, and

G. WHEREAS, on July 14, 2020, Commissioners Court approved funding for the HAY Center Project, under Project D2017-086 (CDBG-DR), including the acquisition and construction of HAY Center, a new 50-unit multifamily complex for permanent supportive housing (PSH) for homeless youth and youth aging out of foster care through The Way Home (hereinafter, the "**Project**"). Notwithstanding anything in this Agreement to the contrary, the Project will, for all purposes, be treated as new construction. The funding approval obligates \$20,000,000.00 in 2017 CDBG-DR funds. Subrecipient will acquire and construct HAY Center, a new 50-unit multifamily complex, in which 50 **Floating** units will be restricted for providing permanent supportive housing (PSH) for homeless youth/youths aging out of foster care who have gone through The

Way Home. The 50 restricted **Floating** units (being 100% of the total units) will be CDBG-DR assisted units (Low-to-Moderate Income tenants) set aside for supportive housing through the local Continuum of Care (The Way Home) coordinated access system or a comparable system as agreed to by the Harris County Community Services Department (HCCSD). The total Harris County funding for the acquisition and new construction of the Project will be \$20,000,000.00, with the estimated total of all funding related to the property acquisition and new construction of the Project being \$27,817,605.00, and the Subrecipient will maintain ownership of the Project at Project Completion (hereinafter defined in Paragraph II (D) (3)). The project is jointly funded by the City of Houston with \$5,000,000 in Community Development Block Grant Disaster Recovery Harvey funds (CDBG-DR); and

H. WHEREAS, the HAY Center project was selected to receive CDBG-DR funds via a project application process which opened on November 6, 2019, and closed January 22, 2020; and

I. WHEREAS, the HAY Center project received GLO conditional approval on February 9, 2021; and

J. WHEREAS, the Grantee wishes to engage the Subrecipient in utilizing CDBG-DR funds and enter into a Grant (the "**Grant**") from Grantee to Subrecipient, which will in turn simultaneously grant such funds to Subrecipient to pay for the partial costs of acquisition and new construction of the Project and increase affordable housing for low-income households of Harris County, which is an eligible activity under the rules and regulations regarding the CDBG-DR Program. Further, Subrecipient and its respective constituent entities and operating or partnership agreements must be acceptable to Harris County Community Services Department (HCCSD) in all respects; and

K. WHEREAS, the SUBRECIPIENT shall ensure recognition of the role of Grantee in providing services through this Agreement; all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include reference to Harris County Community Services Department (HCCSD) for the support provided herein in all publications made possible with funds made available under this Agreement.

L. SCOPE OF SERVICES

A. Eligible Activities

Subrecipient will provide the activities described in **Exhibit "B,"** attached hereto and incorporated herein for all purposes (the "**Scope of Services**"), in accordance with the provisions of this Agreement and in compliance with the requirements of Title I of the Housing and Community Development Act of 1974 and all regulations issued thereunder. A failure by the SUBRECIPIENT to abide by such provisions of this Agreement shall constitute a breach of this Agreement.

Subrecipient shall ensure that personnel and/or contractors providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the services required hereunder are current and that HCCSD shall immediately be notified if any such required licenses become invalid or are cancelled during the term of this Agreement. Subrecipient agrees to utilize the CDBG-DR Funds in the Project in accordance with this Agreement.

B. Project Requirements

The Subrecipient shall be responsible for administering a CDBG-DR Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Project. The Subrecipient qualifies for the receipt and expenditure of such funding because at least 51% of the persons residing in the service area are of low and moderate income that meet one of the criteria for National Objectives set out in 24 C.F.R. § 570.208(a).

The Subrecipient certifies and agrees that the activities carried out with funds provided under this Agreement shall meet one or more of the CDBG program's National Objectives: (1) benefit low- and moderate-income persons and households, (2) aid in the prevention or elimination of slums or blight, and/or (3) meet community development needs having a particular urgency, as defined in 24 C.F.R. § 570.208. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's National Objectives for each activity in each reporting period.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that HCCSD shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

The Subrecipient must maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet HCCSD Program requirements.

The Subrecipient must assure the Project's construction complies with the **Mitigation Measures and Conditions** identified in the required environmental review. The following Mitigation Measures and Conditions were identified:

- The Subrecipient agrees to comply with mitigation actions required by the Part 58 Environmental Review, including any mitigation arising from findings of the Phase I Environmental Site Assessment (ESA) or the HUD Noise Study.

The Subrecipient must assure the Project's construction complies with the **Conditions** identified in the required AFFH. The following AFFH Conditions were identified:

- The Subrecipient agrees to install site perimeter fencing along with secure public entries and security cameras where feasible from a budgetary and design perspective.
- Applicant will confirm the data used in its Affirmative Fair Housing Marketing Plan (AFHMP). Preliminary review of demographic data indicates persons identifying as American Indian/Alaska Native, Hispanic/Latino/Latina, and families with children under 18 should be targeted for outreach. Persons with disabilities are presumed to benefit from enhanced outreach regardless of the demographic data and should also be targeted.

The Subrecipient must assure the Project's construction complies with the **Conditions** identified in the required Grant Conditions. The following Grant Conditions were identified:

- A Land Use Restriction Agreement (LURA) will be enacted to ensure affordability and compliance as required by HOME and CDBG-DR regulations and will be filed superior to all other liens.
- As a condition of funding, you will be required to provide fifty (50) CDBG-DR assisted units, including seven (7) Rehabilitation Act Section 504-compliant units. The breakdown of units follows:

<b>Number of Section 504 Units</b>	<b>Zero(0)- Bedroom Efficiency</b>	<b>One (1)- Bedroom</b>	<b>Total</b>
Units Supporting Mobility-Impaired Tenants	4	1	5
Units Supporting Sensory-Impaired Tenants	1	1	2
<b>Total</b>	<b>5</b>	<b>2</b>	<b>7</b>

- Proposed Project will adhere to Harris County Minimum Property Standards and Affordable Housing Standards, meet ENERGY STAR Certification, as indicated in application, and utilize ENERGY STAR-rated electric devices and other measures to minimize negative thermal influences.
- The proposed Project is required to comply with HUD Section 3/MWBE and Davis Bacon requirements.
- The proposed Project must be equipped for broadband internet service and install broadband infrastructure. If the installation of broadband infrastructure creates an undue financial burden or is not feasible, then your organization must provide an explanation and documentation for Harris County and GLO's records.
- The Subrecipient will provide permanent supportive services to the tenants, including life skills classes, educational services, employment services, day-to-day case management, housing services and other programs.
- The Subrecipient's property management team will inform all eligible tenants (people age 65 or older and/or people with disabilities) of the availability of on-demand ride services through the Harris County RIDES Program as part of the leasing process and will assist tenants who wish to register for RIDES in completing their applications. Applicant agrees to coordinate with RIDES to arrange on-site presentation an application outreach to eligible tenants within sixty (60) days of achieving 90% occupancy. This condition may be removed if Harris County Transit establishes fixed bus route service serving the site.
- Applicant completes and submits a development-specific Affirmative Fair Housing Marketing Plan (AFHMP) to the GLO using HUD Form 935-2A that identifies those demographic groups

for targeted outreach who are least likely to apply. The plan forms submitted in the application packet is for use with a PRA program and not for a specific development location.

- The Subrecipient must equitably distribute units of various sizes between those reserved for low and moderate income (LMI) households with restricted rents (in this case, 30%, 50%, 60% AMFI) and market-rate units, so that an approximately equal number of larger units and smaller units are available as rent-restricted units. There should be a similar equitable distribution of units based on their quality and location within the property, so that rent-restricted units are indistinguishable from market-rate units.

**Americans with Disabilities Act Standards (ADA), and Section 504:** The Subrecipient shall be required, in accordance with the Affordable Rental Housing CDBG-DR RFA/RFP for Hurricane Harvey, to provide a minimum for new construction of two (2) additional units above the standard 5% Mobility Impaired units, and one (1) additional unit above the standard 2% Sensory Impaired Units consisting of the following: Mobility Impaired Units (5 total) and Sensory Impaired Units (2 total) for a total of 7 units.

#### 1. Property Standards

- a. SUBRECIPIENT and Contractor must meet HCCSD'S property standard requirements and housing must meet all applicable local codes, ordinances and zoning ordinances and Grantee's "Minimum Acceptable Standards for Multifamily Housing Construction" identified in **Exhibit "E"** at the time of the Project Completion.
- b. Newly rehabilitated and newly constructed housing must meet the International Energy Conservation Code, Chapter 11 of the State of Texas' International Residential Code (IRC) and the requirements of the ENERGY STAR Program. Prior to commencing construction, the SUBRECIPIENT will provide completed Architect's/Builder's Certification Form, **Exhibit "F"** and documentation of third-party certification of ENERGY STAR Compliance in accordance with **Exhibit "B, Activity # 5"** of this Agreement.
- c. The housing must meet HCCSD's accessibility requirement at 24 C.F.R. Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and covered multifamily dwellings, as defined at 24 C.F.R. §100.201, must also meet the design and construction requirements at 24 C.F.R. §100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619), and the requirements of the Americans with Disabilities Act of 1990 (ADA) Title II (28 C.F.R. Part 35) and Title III (28 C.F.R. Part 36) 2010 Standards for Accessible Design. **Exhibit "B," Activity #10"** of this Agreement specifies the minimum unit apportionment for compliance and other documentation to be completed.

C. General Administration

1. Drawings, Plans, Bid Specifications & Construction Documents

Within 60 days after the date this Agreement is executed, the Subrecipient, through its representative selected pursuant to federal procurement regulations set out in 2 C.F.R. §200.318 and to Grantee policy and procurement guidelines, shall prepare and submit all final drawings, plans, cost estimates and specifications for the Project. SUBRECIPIENT shall be responsible for incorporating into bid specifications any and all HUD and any and all HCCSD requirements, including the "Harris County Community Services Department Construction Policies and Guidelines," attached as **Exhibit "C"**.

SUBRECIPIENT shall ensure that the specifications require the contractor to furnish adequate Public Liability Insurance and Worker's Compensation Insurance pursuant to the laws of the State of Texas, and Payment Bond and Performance Bond pursuant to applicable OMB Circulars.

Once approved by Grantee, the complete set of drawings, plans, cost estimates and specifications (collectively, the "**Approved Plans**") shall be incorporated into this Agreement as part of **Exhibit "B"**.

2. Project Signage and Job Shack

SUBRECIPIENT shall ensure delivery and installation of one (1) 4'-0" X 8'-0" temporary project sign pursuant to Grantee's requirements. SUBRECIPIENT will furnish adequate workspace at the construction site in the job shack for Grantee inspection and monitoring staff, if applicable. SUBRECIPIENT will furnish, deliver, and install one (1) permanent bronze plaque prior to Project Completion according to Grantee specifications.

3. Bidding and Selection of Contractor and Subcontractors

SUBRECIPIENT agrees and understands that all contracted and subcontracted construction activities carried out under this Agreement have been selected pursuant to federal procurement regulations set out in 2 C.F.R. §200.318, the Grantee's policy and procurement guidelines.

Within fifteen (15) days after the Grantee's written approval of the Approved Plans as set out above, the SUBRECIPIENT shall advertise for and receive bids for the construction of the Project, in accordance with the Approved Plans, which bidding procedure shall be in accordance with this Agreement.

Upon receipt and tabulation of the bids for the Project, the SUBRECIPIENT shall determine the lowest and most responsible bidder for the construction of the Project. Within fifteen (15) days after receipt of bids, the SUBRECIPIENT shall forward, or cause to be forwarded, to HCCSD, copies of all bids received, copy of all bid bonds, and bid tabulation for HCCSD's review and approval. HCCSD reserves the right to approve the award of the bid. In the event



the lowest and most responsible bid for the construction of the Project is an amount that would result in the total cost of the Project being equal to or less than the sum allocated in the construction line item of the budget, detailed in **Exhibit "D"** of this Agreement (as may be amended in accordance with the terms of this Agreement, the "**Budget**"), the SUBRECIPIENT shall notify HCCSD of the amount of the lowest and most responsible bid for the Project.

In the event the lowest and most responsible bid for the construction of the Project is an amount in excess of the sum allocated in the construction line item of the budget, detailed in **Exhibit "D"** of this Agreement, the SUBRECIPIENT shall have the following four (4) options:

- a. The SUBRECIPIENT shall notify HCCSD of the bid and request HCCSD to agree in writing to use those funds allocated in the contingency line item of the Budget, detailed in **Exhibit "D"** of this Agreement, to fund the excess construction costs to meet the lowest and most responsible bid received by the SUBRECIPIENT. If the HCCSD approves the use of contingency funds to meet the lowest and most responsible bid, then the SUBRECIPIENT, upon receipt of such notification, shall proceed to let the contract, incorporating all required provisions, and continue with construction of the Project; or
- b. The SUBRECIPIENT shall notify HCCSD of the bid and agree in writing to pay the additional cost of the Project. In the event the SUBRECIPIENT agrees in writing to pay the additional costs, then and in that event, the SUBRECIPIENT shall proceed to let the contract and continue with the construction of the Project. If the SUBRECIPIENT fails to agree in writing to pay said additional costs and HCCSD fails to use contingency funds, then and in that event, the SUBRECIPIENT may reject all bids and elect not to proceed with the letting of the contract and terminate the Project without any further obligations to HCCSD; or
- c. The SUBRECIPIENT shall notify HCCSD of the bid and undertake to negotiate with HCCSD for HCCSD to agree in writing to reduce or delete specific items in the bid proposal so that bids will be within the amount available for construction. In the event HCCSD agrees in writing to reduce or delete items in the bid proposal, the SUBRECIPIENT shall re-bid the Project and proceed as if it were the original bid; or
- d. The SUBRECIPIENT shall reject all bids and elect not to proceed with the letting of the contract and terminate the Project, giving HCCSD written notice of its termination.

The Grantee will guarantee that the below listed required HUD/GLO bid documents are submitted by each bidder during the bid process:

1. Certificate From Contractor Appointing Officer or Employee to Supervise Payment of Employees

2. Statement of Bidder's Qualifications
3. Contractor Certifications: Certification of Bidder Regarding Civil Rights Laws and Regulations
4. Policy of Non-Discrimination on the Basis of Disability
5. Concerning Labor Standards and Prevailing Wage Requirements
6. Non-Collusion Affidavit of Prime Bidder
7. Contractor's Local Opportunity Plan
8. Section 3 Employment and Minority Business Plan
9. Contractor Certification of Efforts to Fully Comply with Employment and Training Provisions of Section 3

The Grantee may terminate this Agreement without cause, at any time prior to the letting of the contract for construction of the Project, by written notice to the SUBRECIPIENT and the SUBRECIPIENT shall have no obligation hereunder except to return to HCCSD the funds paid to the SUBRECIPIENT, if any, by HCCSD pursuant to this Agreement.

Notwithstanding anything to the contrary set forth in this Agreement, including without limitation the competitive bidding and federal procurement requirements detailed in this Agreement and the exhibits attached hereto, Grantee shall permit the Project, wherein the Subrecipient has, either directly or through a co-developer affiliated with Subrecipient, disclosed to Grantee that it has a related party contractor, to utilize a private bidding process for subcontractors that will not be subject to the provisions in this Agreement related to competitive bidding and federal procurement, subject to the following conditions: (i) Subrecipient's submission of the private bids to the County for the County's evaluation of such bids against the independent cost estimate obtained by the County, (ii) Subrecipient's completion of a Section 3 utilization plan, (iii) no cost-plus contracting, (iv) Subrecipient's submission of general contractor's bid to the County for the County's evaluation of such bid against the independent cost estimate obtained by the County, and (v) execution of agreements within required deadlines (except for deadlines that are based on competitive bidding and/or federal procurement requirements). The permission granted to Subrecipient in this Paragraph is unique to the Subrecipient and is not applicable to any transferee or assignee.

#### 4. Construction Contract and Subcontractor Written Agreements

Within fifteen (15) days after notification by the Grantee to the SUBRECIPIENT that the construction bid has been approved, the SUBRECIPIENT shall provide written notice of award to the lowest and most responsible bidder for the project, in accordance with applicable federal, state and local procurement procedures and regulations. The SUBRECIPIENT shall

contract directly with its contractor, incorporating all applicable requirements of this Agreement herein (e.g., this Agreement as an Exhibit to the contract(s)). The contract between the SUBRECIPIENT and its contractor and all contracts between contractor and its subcontractors shall be in accordance with the guidelines of this Agreement and with all applicable CDBG regulation, HUD, HOME, OMB circulars, and all other Required Federal Grant Contract Provisions attached hereto, and HCCSD requirements, including the "Harris County Community Services Department Construction Policies & Guidelines," attached as **Exhibit "C,"** each to the extent applicable, and shall be subject to review, upon request, by Grantee.

The SUBRECIPIENT shall be responsible for incorporating into each subcontractor contract any and all HUD, HOME, OMB circulars, and HCCSD requirements, including the "Harris County Community Services Department Construction Policies & Guidelines," attached as **Exhibit "C."**

#### 5. Construction Start Date, Construction Schedule, and Completion of Work

Construction Start Date – Within thirty (30) days after the closing and funding of the Grant, the SUBRECIPIENT shall ensure that construction commences with the issuance of the Notice to Proceed (NTP) with construction.

Construction Schedule – The SUBRECIPIENT shall furnish or cause to furnish the Grantee with a copy of the detailed Construction Schedule with the NTP (the "**Construction Schedule**"). The Construction Schedule shall be a bar-type schedule and shall be of sufficient detail to show construction sequence, proposed start dates and estimated completion dates for major parts of the construction work.

Completion of Work – The SUBRECIPIENT shall ensure that, except in cases of force majeure, Project Completion shall occur on or before the expiration of eighteen (18) months following the Construction Start Date as a condition under the CDBG-DR Harvey GLO Contract No. 19-147-002-B490.

#### 6. Schedule of Values, Payments to Contractor and Change Orders

Schedule of Values – The SUBRECIPIENT shall furnish or cause to furnish the Grantee with the Schedule of Values for the Project for review prior to the first partial payment.

Payments to SUBRECIPIENT – The SUBRECIPIENT shall ensure that requests for payment are based on the percentage of work completed, pursuant to the requirements of **Exhibit "C,"** as detailed in the Schedule of Values and certified by the SUBRECIPIENT's representative. The SUBRECIPIENT, through its representative, shall ensure that the work performed by the selected contractor shall be subject to retainage provisions of Section 53.101 of the Texas Property Code "RETAINAGE," as it may be amended from time to time.

Upon Project Completion, and acceptance as such by the SUBRECIPIENT and Grantee pursuant to the terms of Paragraph II (D) (3), final payment shall be made to the

SUBRECIPIENT releasing retainage. All pay requests and release of retainage shall be verified and signed by HCED.

Change Orders – The SUBRECIPIENT shall ensure (1) that the cumulative increase in the construction contract shall not exceed twenty-five (25) percent of the original construction contract for contracts awarded at \$1 million or more, and (2) if a change order for a contract with an original contract amount below \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than twenty-five (25) percent pursuant to Section 271.060 of the Texas Government Code, as subsequently amended. The Subrecipient shall approve in writing and submit to the Grantee for review and approval any change orders to the original construction contract, which shall be appropriately reflected in the Schedule of Values and subsequent pay requests. The Grantee reserves the right to approve any change orders. Any extension of time given shall not release the contractor or the surety from their Performance and Payment Bonds, which shall remain in full force and effect until the discharge of the contractor. All change orders to the original construction contract shall be verified and signed by HCED.

#### 7. Inspections

During the construction of the Project or its designee, Grantee or its designee, the SUBRECIPIENT and HUD shall have the right to review all documents, maps, plats, records, photographs, reports or plans affecting said construction. SUBRECIPIENT shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. In the absence of inspections by SUBRECIPIENT, SUBRECIPIENT shall be deemed to have accepted those inspections made by Grantee's representative, HCED. The SUBRECIPIENT agrees to promptly make any corrections or modifications to the construction work as reasonably requested by Grantee to cause the construction to comply with this Agreement and any applicable HUD requirements.

#### 8. Compliance with Federal, State and Local Laws and Regulations

SUBRECIPIENT shall maintain documentation evidencing that this rental housing project complies with all applicable federal, state and local housing quality standards and code requirements.

The Grantee shall enforce the compliance violations provisions detailed in **Exhibit "C"**, Section 13(D), for any and all violations for which the contractor and/or subcontractor, through the SUBRECIPIENT, has received a Notice of Noncompliance or a wage restitution notification letter and failed to implement corrective actions within the allotted grace period of fifteen (15) to thirty (30) calendar days from the date of the written notice or letter.

### D. Project Requirements

#### 1. **Fixed and Floating** Units and Qualification as Affordable Rental Housing

A **Fixed unit** is the specific unit originally designated as a CDBG-DR assisted unit. The **Fixed unit** shall remain the same throughout the Affordability Period (hereinafter defined). A **Fixed unit** shall mean the specific unit designated as a CDBG-DR assisted unit that may change over time as long as the total number of CDBG-DR assisted units remains constant. SUBRECIPIENT shall maintain the units identified in **Exhibit "B,"** Scope of Services, as the designated CDBG-DR assisted units on a **Floating** basis (50 total units) in order to maintain conformity with HCCSD requirements during the Affordability Period so that the total number of housing units remains the same, and each unit must be comparable in terms of size, features, and number of bedrooms.

Only CDBG-DR income eligible households may occupy CDBG-DR assisted units. The units must meet the following requirements to qualify as affordable housing:

- a. CDBG-DR Affordable Rental Program GLO Contract Rent Restrictions: For fifteen (15) years for rehabilitation projects and twenty (20) years for new construction projects, the rent for at least fifty-one percent (100% or 50 units) of the units must be restricted to an affordable rate for Low-to-Moderate Income Individuals (LMI) earning eighty percent (80%) or less of the Area Median Family Income (AMFI), adjusted for family size, in accordance with **Exhibit "B, Activity #8"** of this Agreement.
- b. Affordable Rents: Pursuant to the Affordable Rental Program requirements, units designated to meet the affordability requirements (minimum of 51% of the total units) must comply at minimum with High and Low HOME rents published by HUD under the HOME Program. For households with an Area Median Family Income (AMFI) at 30% or below, adjusted for family size, rent will be based on 60% of the current Low HOME rent value rounded to the nearest whole dollar. Rents must comply with the applicable rent limit through the Affordability Period and compliance with the rent limit is calculated in the same manner as the HOME Program. Tenant-paid rent, plus utility allowance, plus rental assistance (if any) must be under the High HOME or HUD-approved rent limit.
- c. HOME "Project Rule" shall apply to a rental project with five (5) or more CDBG-DR assisted units. The SUBRECIPIENT shall designate at least twenty (20) percent of the CDBG-DR assisted units as Low HOME rent units. The CDBG-DR assisted units must be occupied by very low-income families (i.e., families with incomes that do not exceed fifty (50) percent of the Area Median Family Income (AMFI), adjusted for family size) in accordance with **Exhibit "B, Activity #7"** of this Agreement. These units must bear rents no greater than: (1) thirty (30) percent of the tenant's monthly adjusted income, or (2) thirty (30) percent of the annual gross income of a family whose income equals fifty (50) percent of Area Median Family Income (AMFI), adjusted for family size, or (3) in projects receiving Federal or State project-based rental assistance and the very low-income family pays no more than thirty (30) percent of the family's adjusted income, then the maximum rent may be the rent allowable under the Federal or State project-based rental assistance subsidy program.

- d. High HOME Rental Units: Maximum rents are the lesser of the Section 8 Fair Market Rents (FMR) minus tenant-paid utilities (or area-wide exception rents for existing housing for comparable units in the area as established by HUD under 24 C.F.R. §888.111); or for existing housing or thirty (30) percent of the adjusted income of a family whose annual income equals sixty-five percent (65%) of the Area Median Family Income (AMFI) for the area as determined by HUD, with adjustments for the number of bedrooms in the unit.

## 2. Section 8 and Housing Choice Vouchers

Per GLO CDBG-DR requirements, SUBRECIPIENT must lease rental properties of 20 or more units to prospective tenants that hold Section 8 and Housing Choice Vouchers.

## 3. Over-Income Tenants

Temporary noncompliance is permissible when the non-compliance is caused by an increase in a tenant's income. When the income of a tenant increases above eighty (80) percent of the Area Median Family Income (AMFI) and the CDBG-DR assisted units are designated as **Fixed**, then the next available CDBG-DR assisted unit must be rented to a HOME income-eligible tenant. When the CDBG-DR assisted units are designated as **Floating**, the next comparable unit that becomes available must be rented to a CDBG-DR eligible tenant. When the income of a tenant in a CDBG-DR assisted unit increases above eighty (80) percent of the Area Median Family Income (AMFI) as determined by HUD, that tenant is required to pay thirty (30) percent of his or her income for rent except that, in projects where CDBG-DR assisted units are **Floating**, the tenant rent may not exceed the market rent for a comparable, unassisted unit in the area. If the income of a tenant in a low HOME rent unit increases (but does not exceed eighty (80) percent of the Area Median Family Income (AMFI)), then SUBRECIPIENT must rent the next available comparable unit to a very low-income tenant. The unit occupied by the tenant whose income increased becomes a High HOME rent unit and the corresponding rent must be charged. SUBRECIPIENT must give CDBG-DR assisted unit tenants no less than thirty (30) days prior written notice before rent increases are implemented.

## 4. Period of Affordability

SUBRECIPIENT must meet the minimum HCCSD Affordability Period. For rehabilitation projects of rental housing, the minimum HCCSD affordability period is twenty (20) years, beginning after Project Completion (the "**Affordability Period**"). The HAY Center project will have a twenty (20) year HCCSD Affordability Period. "**Project Completion**" means that all necessary title transfer requirements and construction work have been performed, the Project complies with HCCSD property standards, the final drawdown has been disbursed for the Project, and the Project completion information has been entered in the disbursement and information system established by HUD. The affordability requirements shall apply without regard to the term of any grant or mortgage or transfer of Subrecipient prior to expiration of the Affordability Period. Affordability restrictions remain in force regardless of transfer of Subrecipient. CDBG-DR funds provided under this Agreement are subject to recapture by Grantee, should the SUBRECIPIENT fail to meet the minimum HCCSD

Affordability Period. During the Affordability Period, HCCSD shall conduct on-site inspections of the Project to ensure continued compliance with HCCSD requirements. On-site inspections shall be made annually. Inspections shall be based on a sufficient sample of units, at a minimum; HCCSD shall inspect fifteen (15) to twenty (20) percent of the CDBG-DR assisted units and a minimum of one (1) unit in each building. The remaining units shall be inspected if compliance problems are identified in the sample units. In addition to performing a physical inspection of the units, HCCSD shall also verify tenant rents and income. HCCSD shall randomly select units and shall notify SUBRECIPIENT of the date and time of the monitoring and inspection. SUBRECIPIENT shall notify tenants to ensure access to the selected units and shall assign staff to accompany HCCSD inspector(s). SUBRECIPIENT shall provide adequate workspace for rent and income verification.

#### 5. Period of Affordability Affirmative Marketing; Minority Outreach Program

SUBRECIPIENT must follow the affirmative marketing procedures and requirements in accordance with HCCSD requirements for CDBG-DR assisted housing. The affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. HCCSD will annually assess the affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions, as described in **Exhibit "B"**, Scope of Services and in **Exhibit "G"**, Affirmative Marketing Policy and Procedures and HUD Form 935.2A.

#### 6. Selection of a Property Manager

If applicable, SUBRECIPIENT shall execute an agreement with a qualified property management company with proven experience in managing and operating CDBG-DR assisted rental properties and/or low-income housing tax credit properties no later than 60 days prior to Project Completion; and SUBRECIPIENT shall provide HCCSD with a copy of the fully executed agreement upon request. SUBRECIPIENT shall ensure that the property management agreement requires the property management company to comply with any and all U.S. Department of Housing and Urban Development (HUD) and Grantee regulations, requirements, and findings and be cooperative during Program and financial monitoring visits and/or investigations performed by HCCSD staff, the Harris County Auditor's staff, and/or HUD. Failure by SUBRECIPIENT to include such requirements in the property management agreement shall constitute noncompliance and breach of this Agreement. Harris County Housing Authority or any subsequent property management must allow required unit inspections annually and at the request of HCCSD.

#### 7. Broadband Requirement

According to Harris County's Affordable Housing Standards, the Subrecipient is required to equip the Project for internet services. This includes wiring, broadband infrastructure, and utility/off site connections from the property line to the adjacent street. If the installation of broadband infrastructure creates an undue financial burden or is not feasible, Subrecipient must provide an explanation and documentation for the Grantee and GLO's records and,

upon provision thereof, the Broadband Requirements may be waived in the discretion of the Grantee.

#### 8. 100-Year Floodplain Requirements

Harris County's Affordable Housing Standards prohibit development of new affordable housing construction within the 100-year floodplain unless it is a reconstruction of an owner-occupied home or provides a mitigation plan approved by HCCSD. Proposed developments must demonstrate compliance with all provisions of the "Regulations of Harris County Flood Plain Management" as effective January 1, 2019.

If applicable, and in accordance with Harris County's Affordable Housing Standards Flood Waiver, the Subrecipient agrees to comply with the Harris County floodplain development regulations or the local jurisdiction's regulations, whichever is more stringent. Current Harris County Floodplain Regulations require developments in Zone AE to have the finished floor elevation for the residential buildings to be twenty-four inches (24") above the 0.2% (500-year floodplain) base flood elevation (BFE). The parking lot is estimated to be constructed at an average elevation of at least six inches (6") above BFE, and the Subrecipient will maintain flood insurance on the Project.

Additionally, the Subrecipient is required to notify tenants of the Project's location in the 100-year floodplain at lease-up, registration/contact with local emergency operation centers before and during any disaster and registration of the Project and tenants that meet criteria with CenterPoint Energy as Critical Load Public Safety Customers.

The Subrecipient must also comply with their proposed mitigation/evacuation plan for the proposed development, which may include maintaining flood insurance for the Project.

#### E. Performance Monitoring

SUBRECIPIENT agrees to be cooperative with Program and financial monitoring visits and/or investigations performed by HCCSD staff, the Harris County Auditor's staff, and/or the Texas General Land Office, and the U.S. Department of Housing and Urban Development (HUD). Substandard performance as reasonably determined by HCCSD and/or HUD will constitute non-compliance and breach of this Agreement. SUBRECIPIENT's failure to correct substandard performance within the applicable notice and cure period after being notified by HCCSD will result in further corrective action by HCCSD including, but not limited to, termination of this Agreement, pursuant to 2 C.F.R. §200.328. Furthermore, the SUBRECIPIENT agrees to comply with any and all Texas General Land Office, and/or HUD findings.

#### F. Matching and/or Leveraged Funds

SUBRECIPIENT shall maintain a running log of sources and usage for all Matching and/or Leveraged funds, as contained in **Exhibit "D"** of this Agreement. In the event that additional funds are secured prior to the completion of Lease-Up, the SUBRECIPIENT will immediately submit to Grantee a revised log of sources and uses. SUBRECIPIENT shall report Match/Leverage funds on the "Cost Control Report/Reimbursement Summary, **Exhibit "H"**", along with documentation in support of the recorded expenditures.



### III. TIME OF PERFORMANCE

The obligations of the SUBRECIPIENT under this Agreement (a) shall start immediately following the date (i) Harris County Commissioners Court approves this Agreement, and (ii) Grantee has delivered written notice to SUBRECIPIENT that (A) Grantee has completed the environmental review required by the terms of the National Environmental Policy Act and has received all required approvals, and (B) Grantee's request for release of the federal funds applicable to the Grant have been approved (the "**Notice of Environmental Clearance**"); and (b) shall terminate upon Project Completion, but no later than the grant termination date stated in the HUD 2017 Hurricane Harvey CDBG-DR Round One Harris County Disaster Recovery Program Housing Project Contract with the Texas General Land Office. A copy of the Notice of Environmental Clearance shall be attached to this Agreement as **Exhibit "W"**. This Agreement may only be extended upon written request to and approval from the Executive Director of HCCSD or his designee. In addition, the requirements of this Agreement shall extend for five (5) years after the funds provided for this Project under this Order are fully spent in accordance with 24 C.F.R. §570.505 and with applicable OMB circulars, or after Project Completion as specified above. In addition, the Affordability Period shall commence upon Project Completion pursuant to Paragraph II (D) (3) and shall terminate upon expiration of the minimum uninterrupted 20-year HCCSD Affordability Period.

### IV. EXPENSES AND PAYMENT

#### A. Budget

The SUBRECIPIENT shall perform the project activities within the monetary limits contained in **Exhibit "D"**, Budget. The SUBRECIPIENT understands that the Budget is based upon detailed information submitted by the SUBRECIPIENT to HCCSD during the Request for Proposal (RFP) process, and that any changes to the Budget, attached at **Exhibit "D"**, will require the SUBRECIPIENT to submit a modified detailed line-item budget to Grantee for review and approval.

#### B. Requesting a Budget Revision

Any proposed reallocation of funds among various existing line items in the Budget constitutes a budget revision. The SUBRECIPIENT shall provide narrative justification for budget revision on letterhead and signed by the representatives, as stated in **Exhibit "B"**. A budget revision is not approved for expenditure until the SUBRECIPIENT receives written approval from the Executive Director of HCCSD, or his designee. Upon approval, the SUBRECIPIENT shall provide a revised budget (which shall be the new approved Budget) to the Grantee.

New line items or an increase or decrease in funds is a budget amendment and must be formally approved by the Grantee. The Grantee reserves the right to reallocate funds among various existing line items in order to facilitate implementation of the approved project scope.

C. Maximum Amount to be Paid

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed the amount shown in **Exhibit "D"** in the section entitled "Maximum Amount to be Paid Under this Agreement."

D. Payment Contingent on Receipt of Funds from HUD and Texas General Land Office for CDBG-DR Harvey and Approvals

It is expressly understood that Grantee has no County funds for the payment of services to be rendered under this Agreement, and Grantee's payment obligation under this Agreement is contingent upon receipt of funds from HUD and Texas General Land Office for CDBG-DR Harvey by virtue of the above-mentioned grant(s), including approval by GLO of the Environmental Record Review and Affirmatively Furthering Fair Housing Review.

E. Payment for Eligible Expenses

SUBRECIPIENT understands and agrees that Grantee shall provide funds to the SUBRECIPIENT only for those costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to the expenditure of HUD grant funds. Grantee may provide funds for eligible costs made against the line-item Budget, attached as **Exhibit "D"**. No advancement shall be made for goods or services received by the SUBRECIPIENT as in-kind contributions from third parties for assistance to the Project. If indirect costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan determining the appropriate Grantee share of administrative costs and shall submit such plan to Grantee for approval.

F. Payment Procedures

The Grantee will reimburse funds to the SUBRECIPIENT based upon information submitted by the SUBRECIPIENT and consistent with the approved Budget and Grantee policy concerning payment. Drawdowns for the payment of eligible expenses and general administration shall be made against the line-item Budget attached as **Exhibit "D"** and in accordance with performance.

The SUBRECIPIENT shall submit monthly invoices from the Contractor (pay estimates) for the construction portions of the work performed, and similar Soft Cost invoices (if applicable). Reimbursement requests must include a cover letter with the Application and Certificate for Payment form G702 & G703 American Institute of Architects (AIA) and all supporting documentation of the draw submitted on or before the tenth (10<sup>th</sup>) working day of the month for costs incurred during the preceding month. Prior to payment, HCCSD and the Harris County Auditor must approve all invoices.

**Draft ("Monthly Construction Pencil Draw") HCCSD Approval: "Monthly Construction Pencil Draws"** must also be reviewed and approved by the Grantee's construction representative at final form prior to submittal to the construction funder. HCCSD Davis-Bacon and Related Act (DBRA) reports and Section 3 reports shall be required to be submitted to HCCSD and approved by HCCSD DBRA and Section 3 program staff prior to approval of any current Monthly Construction Draw that is submitted to the construction funder.

Incorrect reimbursement requests may be returned to the SUBRECIPIENT for correction and resubmission. Payments will be adjusted in accordance with reimbursement fund and Program income balances available in SUBRECIPIENT accounts (when applicable). In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the SUBRECIPIENT.

Final reimbursement requests submitted by the SUBRECIPIENT must be received by the Grantee no later than 60 days after Project Completion, Paragraph II D (3). Any requests received after 60 days will not be processed for payment and this Agreement shall become void and the remaining funds de-obligated.

G. Retainage

Disbursement of funds under this Agreement shall be subject to retainage provisions of Section 53.101 of the Texas Property Code, as it may be amended from time to time.

H. Supplementing a Request for Payment

A Supplemental Request amending a payment or reimbursement request may be filed with HCCSD within thirty (30) days after the submission or receipt of the original request. Any Supplemental Request for payment or reimbursement submitted after thirty (30) days from the date of submission or receipt of the original request will not be approved. No more than one (1) Supplemental Request shall be allowed per month.

I. Program Income

The SUBRECIPIENT shall document and report all Program income as defined at 24 C.F.R. §570.500(a), generated by activities carried out with CDBG-DR funds made available under this Agreement.

J. Rental Income

The SUBRECIPIENT shall document all rental income generated by activities carried out with CDBG-DR funds made available under this Agreement subject to review, upon request, by HCCSD. SUBRECIPIENT is allowed to retain the rental income under this Agreement for its sole use.

K. Withholding Payments

If HUD initiates an investigation into any matter covered under this Agreement, Grantee may withhold all payments until the results of the investigation have been revealed. Reimbursement to SUBRECIPIENT will be determined upon resolution of the investigation by HUD.

L. Repayment of Ineligible Payments

**IN THE EVENT HUD DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY GRANTEE PAYMENT OR REIMBURSEMENT TO SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE GRANTEE, AND GRANTEE WILL REIMBURSE HUD FOR DISALLOWED OR INELIGIBLE COSTS. IF HUD INFORMS GRANTEE THAT IT IS REQUIRED TO REFUND**

**MONEYS PREVIOUSLY AWARDED AND DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO GRANTEE PRIOR TO THE DEMAND DATE OF PAYBACK.**

V. NOTICES

Any communication concerning this Agreement shall be directed to the representatives of Grantee and the SUBRECIPIENT as provided in **Exhibit "B"**, Scope of Services.

VI. SPECIAL CONDITIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 C.F.R. Part 570 and all Federal regulations and policies issued concerning the CDBG-DR program and agrees to comply with the requirements of HCCSD. SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

VII. GENERAL CONDITIONS

A. Compliance

SUBRECIPIENT agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Agreement, including Executive Order 12372, governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement that is continuing beyond the expiration of all applicable notice, grace, and cure periods may result in Grantee taking one of the following actions: (1) declaring SUBRECIPIENT ineligible to participate for future awards; (2) withholding funds; and (3) termination of the Agreement.

B. Restrictive Covenants

SUBRECIPIENT shall execute a Regulatory Agreement and Declaration of Restrictive Covenant (the "**Regulatory Agreement**") that requires the SUBRECIPIENT and subsequent Subrecipient(s) of the Project to comply with certain occupancy and use restrictions for the duration of the Affordability Period for the Project at the time of the acquisition closing. A copy of the substantially final form of the Regulatory Agreement shall be attached as **Exhibit "I"** to this Agreement, and following execution, an executed copy of the Regulatory Agreement shall be attached as **Exhibit "I-1"** to this Agreement.

C. Independent Contractor

SUBRECIPIENT shall at all times perform independently and not as an officer, agent, servant or employee of Grantee. SUBRECIPIENT shall have exclusive control of, and the exclusive right to control, the details of the work and services performed and shall be solely responsible for the acts and omissions of their respective officers, members, agents, servants, employees, program participants, licensees or invitees. The doctrine of *respondeat superior* shall not apply as between Grantee and the SUBRECIPIENT, their respective officers, members, agents, servants, employees, program participants, licensees or invitees, and nothing herein shall be construed as creating a partnership, joint venture, or joint enterprise between Grantee and the SUBRECIPIENT. It is

expressly understood and agreed that Grantee does not have the legal right to control the details of the tasks performed hereunder by SUBRECIPIENT, their respective officers, members, agents, employees, program participants, licensees or invitees.

Grantee shall in no way nor under any circumstances be responsible for any property belonging to the SUBRECIPIENT, their respective officers, members agents, employees, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged during the term of this Agreement.

D. Expenditure Performance

The SUBRECIPIENT shall immediately notify the Executive Director of HCCSD, or his designee, of any problems, delays or adverse conditions that will affect the ability of the SUBRECIPIENT to perform their respective obligations under this Agreement. Any such notice shall include a statement of actions taken or contemplated to be taken by the SUBRECIPIENT to resolve such problems, delays or adverse conditions. The SUBRECIPIENT shall also promptly notify the Executive Director of HCCSD, or his designee, if it anticipates accomplishing the activities set forth in this Agreement with a lower expenditure of funds than the amount allocated, or within a shorter period of time than the Agreement period.

The SUBRECIPIENT further understands and agrees that should the Grantee determine that the SUBRECIPIENT will not use all of the funds allocated to the SUBRECIPIENT under this Agreement, then Grantee shall reduce the amount allocated to the SUBRECIPIENT under this Agreement for the purpose of ensuring that such funds do not remain unspent, and that such monies are promptly reallocated to other service providers in accordance with the Grantee's procurement procedures. The Grantee will notify the SUBRECIPIENT in writing of its determination to reduce the amount allocated to the SUBRECIPIENT under this Agreement and any such determination by the Grantee shall be final.

E. Waiver of Immunity

**If the SUBRECIPIENT has or claims an immunity or exemption (statutory or otherwise) from and against liability for damages or injury, including death, to persons or property, SUBRECIPIENT hereby expressly waives its rights to plead defensively such immunity or exemption as against Grantee. This section shall not be construed to affect a governmental entity's immunities under constitutional, statutory or common law.**

F. Insurance and Bonding

1. Public Liability Insurance

The SUBRECIPIENT shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile liability insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability, which can be imposed on Grantee under the laws of the State of Texas. At present, such amounts shall be as follows:

Property damage, per occurrence	\$100,000
Bodily injury or death, per person	\$100,000
Bodily injury or death, per occurrence	\$300,000

The SUBRECIPIENT understands that such insurance amounts may be revised upward at Grantee's option and that SUBRECIPIENT shall revise such amounts within thirty (30) days following notice to SUBRECIPIENT of such revisions.

## 2. Worker's Compensation Insurance

SUBRECIPIENT also covenants and agrees to cause the SUBRECIPIENT to furnish HCCSD with a Certificate of Insurance as proof that it has obtained and paid for a policy of Worker's Compensation Insurance in the amounts required by State law, covering any and all employees of the SUBRECIPIENT active in the Program funded under this Agreement.

## 3. Documentation of Insurance Coverage

SUBRECIPIENT shall submit to HCCSD documentation that the SUBRECIPIENT has obtained insurance coverage as required in this Agreement prior to payment of any monies hereunder.

## 4. Performance and Payment Bond or Takeout Agreement or Irrevocable Letter of Credit

SUBRECIPIENT will provide or cause to furnish HCCSD with Certificate of Insurance as proof that it has obtained and paid for a certificate of Payment Bond and Performance Bond or Irrevocable Letter of Credit as required by 2 C.F.R. §200.304 or will have secured a take-out agreement naming Harris County as an insured party.

## 5. Recognition of Grantee

SUBRECIPIENT shall ensure recognition of the role of HCCSD in making services available through this Agreement. All facilities, publications and other items used, made available, or made possible through funds obtained pursuant to this Agreement shall be prominently labeled as having been funded, in total or in part, by HCCSD. SUBRECIPIENT shall maintain a "recognition file." Each instance of recognition shall be documented by including a copy or photograph of each such instance of recognition in the file. Original documents are the preferred, but photocopies or photographs may be used when and where appropriate.

## G. Travel

SUBRECIPIENT must comply with Grantee travel guidelines for any travel paid for with funds provided under this Agreement.

## H. Relocation, Acquisition and Displacement

SUBRECIPIENT agrees to comply with 24 C.F.R. §570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit

organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. SUBRECIPIENT agrees to comply with applicable Grantee Orders and Policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

I. Copyright

If this Agreement results in any copyrightable material, Grantee and/or SUBRECIPIENT agency (HUD) reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

J. Whistleblower Protection Act

SUBRECIPIENT understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. The SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The SUBRECIPIENT shall insert the substance of this clause, including this paragraph, in all contracts providing services under this Agreement.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The SUBRECIPIENT agrees to (1) comply with requirements set out in 2 C.F.R. §200.300; (2) adhere to the accounting principles and procedures required therein; (3) utilize adequate internal controls; and (4) maintain necessary source documentation for all costs incurred. The SUBRECIPIENT shall administer its Program in conformance with 2 C.F.R. §200.400 for all costs incurred whether charged on a direct or indirect basis.

B. Record-Keeping, Reports, and Audits

1. Records to be Maintained

SUBRECIPIENT shall maintain all records required by this Agreement and 2 C.F.R. §200.333, and records that are pertinent to the activities to be funded under this Agreement, including but not limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program
- c. Records required to determine the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- e. Records demonstrating compliance with citizen participation

- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing.
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- h. Financial records as required by 24 C.F.R. §570.502
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation
- j. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.
- k. Records stating that contractors and subcontractors have been cleared to participate in the Project through a search of the System of Award Management (SAM) and Office of Foreign Asset Control (OFAC) databases.

## 2. Property Records

SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 C.F.R. § 570.505 and §570.606. SUBRECIPIENT must ensure that any independent audit required hereunder include a report on real property inventory as a supplemental schedule in the audit. All client records described in this Section VIII.B.2 are the property of Grantee and copies of such records must be forwarded to HCCSD at the end of each quarter.

## 3. Retention

SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. All client records described in this Section VIII.B.3 are the property of Grantee and copies of such records must be forwarded to HCCSD at the end of each quarter.

## 4. Construction Policies, Reports and Davis-Bacon and Related Acts Requirements

The SUBRECIPIENT and contractor shall adhere to Grantee's construction policies described in **Exhibit "C"**, Harris County Community Services Department Construction Policies & Guidelines, to the extent applicable.

SUBRECIPIENT shall furnish or cause to furnish the following reports to HCCSD:

- a. Certified Weekly Payrolls
- b. Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees,



- c. Posting of Equal Employment Opportunity Poster, Notice to Employees Poster, and Wage Decisions
- d. Employment and Minority Business Plan
- e. Contractor/Subcontractor Profile
- f. Section 3 Compliance Documentation
- g. Certificate for Contracts, Grants, Loans and Cooperative Agreement

**NOTE: All of the above listed documents pertaining to the Davis-Bacon and Related Acts are required to be submitted by the prime contractor, and all subcontractors without exceptions. Required documentation will be delivered to HCCSD.**

**Further, the Final Form approval of “Monthly Pencil Construction Draws” to be submitted to a grantee for construction draw funding shall require the signature of HCCSD’s Construction representative and will not be approved until current DBRA and Section 3 reports are submitted to and approved by HCCSD DBRA and Section 3 program representatives.**

#### 5. Other Periodic Reports

The SUBRECIPIENT shall furnish or cause to furnish the following reports to HCCSD, which include, but may not be limited to the following:

- a. Rental Housing Compliance Initial Lease-Up Report submitted monthly to Grantee until 95% lease-up of CDBG-DR assisted units is attained.
- b. After completion Lease-up period, Rental Housing Compliance Report submitted quarterly to Grantee.
- c. Quarterly financial statements and operating budget, respectively, including but not limited to projections for gross income, operating expenses, and net cash flow and actual disbursements for the preceding quarter.
- d. Certifications for Contracts, Grants, Loans, and Cooperative Agreements, see **Exhibit “J”**.
- e. Cost Control Report/Reimbursement Summary

#### 6. Deadlines

- a. Certified Weekly Payrolls shall be submitted within five (5) days after the end of the reporting week.
- b. Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees shall be submitted within ten (10) days after the first day of work at the Project site.
- c. Equal Employment Poster, Notice to Employees Poster, and the Wage Decision shall be posted on the first day of work at the Project site.
- d. Employment and Minority Business Plan shall be submitted within ten (10) days after the first day of work at the Project site.
- e. Rental Housing Compliance Initial Lease-Up Report submitted monthly by the 10<sup>th</sup> day of the month for the previous month.

- f. Rental Housing Compliance Report submitted quarterly by the 10<sup>th</sup> day of the month following the end of the quarter [(March-May, June-August, September-November, December-February), or (January-March, April-June, July-September, October-December)] as directed by HCCSD.
- g. Quarterly financial statements and operating budget shall be submitted within fifteen (15) days after end of the reporting period after Project Completion.
- h. Cost Control Report shall be submitted with requests for reimbursement.

## 7. Audits & Inspections

All records relevant to any matters covered by this Agreement shall be made available to Grantee, its designees or the federal government, at any time during normal business hours, as often as Grantee deems necessary, to audit, examine, copy, and/or make excerpts or transcripts of all relevant data. The SUBRECIPIENT will respond to the notification of any deficiencies noted in an audit report within thirty (30) days after receipt of written notice of a deficiency by the SUBRECIPIENT. The SUBRECIPIENT hereby agrees to have an annual agency audit conducted in accordance with 2 C.F.R. §200.500, or if not applicable, financial statements in accordance with AICPA's SSARS No. 21 for review and compilations.

## 8. Failure to Meet Record-Keeping, Reporting, Audit, and/or Inspection Requirements

Failure to comply with record-keeping, reporting, audits, and/or inspections as required by this Agreement is a breach of this Agreement and funding may be withheld from the SUBRECIPIENT until such time as the reports are timely and accurately submitted. Subject to the expiration of all applicable notice, grace, and cure periods, Grantee maintains the right to terminate this Agreement with the SUBRECIPIENT for failure to keep records properly, submit reports for three (3) consecutive months, and/or cooperate with audits/inspections.

## C. Procurement

### 1. Use of Real Property

Any real property under SUBRECIPIENT'S control that was acquired or improved in whole or in part pursuant to 24 C.F.R. §570.505, or in whole or in part with CDBG-DR funds, that ceases to be used for purposes for which it was originally acquired, will be either:

- a. Transferred to Grantee; or
- b. Disposed of in a manner, consistent with 2 C.F.R. §200.311, which results in the amount of the then current fair market value of the property less any portion thereof attributable to expenditures of non-HOME funds for acquisition thereof, or improvements to, the property being reimbursed to Grantee. Such reimbursement is not required if disposed of more than five (5) years after the expiration or termination of this Agreement.

Nothing contained herein shall be construed to conflict with the duties of SUBRECIPIENT as set forth in the Texas Non-Profit Corporation Act (TEX. ANN. CIV. ST. art. 1396-1.01, *et seq.*) or any other applicable statute.

## IX. GENERAL LABOR AND PARTICIPANT REQUIREMENTS

### A. Civil Rights

#### 1. Compliance

SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act of 1968, as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246, as amended by Executive Orders 11375 and 12086, Subpart H.; 24 C.F.R. §5.105 (a)(2) Equal Access to HUD-assisted or insured housing; and Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*) prohibiting sex discrimination in federally assisted education programs.

#### 2. Section 504 Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990, and 2010

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. HCCSD shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. Dwelling units designed and constructed in accordance with the Uniform Federal Accessibility Standards (UFAS) will be deemed to comply with the Section 504 regulation. Accessible units must, to the maximum extent feasible, be distributed throughout the Project and must be available in a sufficient range of sizes and amenities so as not to limit choice.

SUBRECIPIENT shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the requirements of Section 504, UFAS, the requirements of the Americans with Disabilities Act of 1990 (ADA) Title II (28 CFR Part 35) and Title III (28 C.F.R. Part 36) 2010 Standards for Accessible Design. SUBRECIPIENT shall document and report the results of all inspection activities, upon request, by HCCSD. To comply with Section 504, and ADA 2010, the Grantee shall cause the SUBRECIPIENT to designate and maintain at a minimum, five (5) percent of the dwelling units in the Project (but not less than one unit) that must be accessible to individuals with mobility impairments. An additional two (2) percent of the dwelling units (but at a minimum, not less than one unit) must be accessible to individuals with sensory impairments (i.e., hearing or vision impairments), unless HUD prescribes a higher number pursuant to 24 C.F.R. §8.22(c).

Pursuant to Hurricane Harvey CDBG-DR affordable rental housing requirements, the SUBRECIPIENT shall be required, in accordance with the Affordable Rental Housing CDBG-DR RFA/RFP, to provide a minimum for rehabilitation of two (2) additional units above the standard 5% Mobility Impaired units, and one (1) additional units above the standard 2%

Sensory Impaired Units consisting of the following: Mobility Impaired Units (5 total) and Sensory Impaired Units (2 total).

3. Texas Architectural Barriers Act/Texas Accessibility Standards

SUBRECIPIENT shall cause its Architect/Engineer to furnish documentation prior to commencement of construction demonstrating that the Project meets the requirements of the Texas Architectural Barriers Act (TABAA) and Texas Accessibility Standards (TAS). SUBRECIPIENT shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the requirements of TABAA and TAS. SUBRECIPIENT shall document and report the results of all inspection activities, upon request by HCCSD. Upon Project Completion, SUBRECIPIENT shall submit documentation from the Texas Department of Licensing and Regulation (TDLR) indicating that the Project complies with TABAA and TAS.

4. Nondiscrimination

SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. SUBRECIPIENT shall ensure that all of its employment practices are free from such discrimination, including but not limited to hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.

5. Limited English Proficiency

SUBRECIPIENT shall provide language assistance or ensure program information is available in the appropriate languages for the Grantee's service area and that limited English proficient persons have meaningful access to receive CDBG assistance, pursuant to Title VI of the Civil Rights Act of 1964.

B. Affirmative Action

1. Approved Plan

SUBRECIPIENT shall be committed to carry out, pursuant to the Grantee's specifications, an Affirmative Action program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such program, upon request. The SUBRECIPIENT shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Owned Enterprises

SUBRECIPIENT shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

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

4. EEO/AA Statement

SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity (see **Exhibit "K"**), or Affirmative Action Employer, as applicable.

5. Grievance

SUBRECIPIENT shall establish and maintain written procedures to address grievances or complaints of Program participants under this Agreement. The SUBRECIPIENT's written procedures should provide for participants to contact HCCSD only after the complainant has exhausted the SUBRECIPIENT's internal procedures as described in **Exhibit "L"**. The SUBRECIPIENT shall notify Program participants of its grievance procedure. Such notification must include the telephone number to reach the HCCSD. The SUBRECIPIENT shall immediately notify HCCSD of all grievances or complaints received by the SUBRECIPIENT.

C. Labor Standards

1. Wages

SUBRECIPIENT shall comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 et seq.] as supplemented by Department of Labor regulations, the Copeland "Anti-Kickback" Act [18 U.S.C 874], the Davis-Bacon Act [40 U.S.C.A. 3141 et seq., as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to Grantee for review upon request. SUBRECIPIENT shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C. 201 et seq.], which prohibits a number of criminal activities, including bribery, graft and conflict of interest. SUBRECIPIENT shall also abide by Harris County's \$15 minimum prevailing wage rate requirement for all building and multifamily contracts to be implemented by the Purchasing Agent, approved by Commissioners Court August 27, 2019.

2. OSHA

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

3. Drug-Free Workplace

All profit or non-profit agencies or organizations receiving state or federal grant funds under the official sponsorship of Grantee must certify on an annual basis their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the work place or in any other facility, location or transport that the employee is required to perform his or her job function.

D. Prohibited Activities

SUBRECIPIENT is prohibited from using CDBG-DR funds or personnel employed in the administration of the Program for political activities, sectarian or religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Faith-Based and Religious Organizations

SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in specified in 24 C.F.R. §570.200.

E. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 24 C.F.R. §570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of

services required under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee, or of any designated public agencies or subcontractors that are receiving funds under the CDBG-DR Program.

In applying for CDBG-DR funds, the SUBRECIPIENT provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. If at any time during the course of the term of this Agreement any actual or perceived conflict of interest arises, SUBRECIPIENT agrees to provide a new Conflict of Interest Statement, **Exhibit "M"** to the Grantee. Failure to disclose any perceived or actual conflicts of interest that is continuing beyond the expiration of all applicable notice, grace, and cure periods may result in termination of this Agreement.

F. Conflicts Disclosure Statement and Conflict of Interest Questionnaire

SUBRECIPIENT agrees to comply with the provisions of Chapter 176 of the Local Government Code with respect to conflicts of interest a local government officer or vendor may have when contracting or seeking to contract with the Grantee. Chapter 176 of the Local Government Code requires persons desiring to do business with the Grantee to disclose any gifts, with the aggregate value of \$250, given to any local government officer or a local government officer's family member, or employment or other business relationship that the person may have with a local government officer or a local government officer's family members, during the preceding twelve (12) month period.

In applying for CDBG-DR funds, the SUBRECIPIENT provided the Grantee with disclosure of the nature of any perceived or actual conflict of interests. The SUBRECIPIENT covenants that the Conflicts Disclosure Statement, **Exhibit "N"** and/or Conflict of Interest Questionnaire, **Exhibit "O"** have been filed with the Grantee's records administrator, the Harris County Clerk, within the requirements of Chapter 176 of the Local Government Code. Failure to disclose any perceived or actual conflict of interests that is continuing beyond the expiration of all applicable notice, grace, and cure periods may result in termination of this Agreement.

G. False Claims

SUBRECIPIENT also shall abide by 18 U.S.C. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, SUBRECIPIENT will also abide by the False Claims Act (31 U.S.C. 3729 *et seq.*); 18 U.S.C. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C. 245, as amended, relating to Federally Protected Activities; 18 U.S.C. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C. 3801, *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C. 3701, 3711, 3716 to 3718) as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C. 3702); the Tucker Act (28 U.S.C. 1346, 1491, and 2501 *et seq.*); the Wunderlich Act (41 U.S.C. 321-322); the Anti-Deficiency Act (31 U.S.C. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

H. "Section 3" Clause

1. Compliance

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

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

2. Notifications

SUBRECIPIENT shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

SUBRECIPIENT shall include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by Grantee. SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. §135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

I. Subcontracts

1. Approvals

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.



## 2. Monitoring

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

## 3. Content

SUBRECIPIENT shall cause all applicable provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

## 4. Selection Process

The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement are awarded in a fair, open, and competitive manner. Executed copies of all subcontracts shall be forwarded to the Grantee, along with documentation concerning the selection process. The SUBRECIPIENT must adopt and utilize written selection criteria for use in the selection of subcontractors, which selection criteria must conform to the Procurement requirements of 2 C.F.R. §200.317 – 200.326. The selection criteria must be reviewed and approved by HCCSD.

### J. Whistleblower Protection Act

The SUBRECIPIENT and its employees will be subject to all employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-230) and FAR 3.908. The Grantee Sponsor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in Section 3.908 of the Federal Acquisition Regulation. The Grantee Sponsor shall insert the substance of this clause, including this paragraph (J), in all subcontracts providing services under this Agreement.

## X. ENVIRONMENTAL CONDITIONS

### A. Air and Water

SUBRECIPIENT agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 et seq.
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, et seq., and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued thereunder
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 et seq.; as amended)
- HUD Environmental Review Procedures (24 C.F.R. Part 58).

B. Flood Disaster Protection

SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all Subrecipients/Owners, prospective Subrecipients/Owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children under 6 years of age. SUBRECIPIENT shall furnish or cause to furnish to Grantee a completed "Lead-Safe Housing Rule – Applicability Form," **Exhibit "P"**.

D. Historic Preservation

SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the Texas Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a federal, state, or local historic property list.

E. Wildlife Protection

SUBRECIPIENT agrees to comply with the requirements of the Endangered Species Act of 1973 as listed in 50 C.F.R. §17.11 and 50 C.F.R. Part 451; the Lacey Act (18 U.S.C.A. 42); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661-667e); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 et seq.); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f to j-10), insofar as they apply to the performance of this Agreement.

XI. ASSIGNMENTS AND AMENDMENTS

A. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of Grantee; provided that claims for money due or to become due to SUBRECIPIENT from

Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to Grantee.

B. Amendments

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

Additionally, the Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the Scope of Services or the activities to be undertaken as part of this Agreement, such modifications will be affected only by written amendment signed by all of Grantee and SUBRECIPIENT.

XII. TERMINATION OF AGREEMENT

A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in Paragraph III, "TIME OF PERFORMANCE," of this Agreement.

B. Termination Without Cause

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of termination for convenience, copies (which may be in electronic format) of all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall be sent to the Grantee, and the SUBRECIPIENT shall be entitled to receive just and equitable compensation from Grantee for any satisfactory work completed on such documents or materials prior to the termination. In the event of a termination for convenience by the Grantee, the Grantee shall be liable to SUBRECIPIENT for reasonable and proper costs resulting from such termination which costs shall be paid to SUBRECIPIENT within 60 days of receipt by the Grantee of a properly presented claim setting out in detail: (i) the total cost of all third-party costs incurred to date of termination including without limitation, any and all costs paid with the proceeds of any debt financing received by SUBRECIPIENT; (ii) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, or for settling other liabilities of SUBRECIPIENT incurred in performance of its obligations hereunder; (iii) the cost of preserving and protecting the work already performed until the Grantee or its assignee takes possession thereof or assumes responsibility therefore; (iv) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Grantee; and (v) an amount equal to the diminution in value of the Project caused by any lien or restrictions placed by Grantee against the Project or property, to the extent such lien or restrictions are not released; (vi) any and costs of SUBRECIPIENT's debt financing including, but not

limited to, any and all termination fees, yield maintenance charges and/or prepayment fees that may be due in connection with such financing, including, but not limited to, in connection with the repayment of such financing, and (vii) fair compensation to SUBRECIPIENT for all tasks performed to date, but with a setoff for sums previously paid by the Grantee as SUBRECIPIENT'S compensation or otherwise reimbursed. "Fair compensation" shall be determined by the amount of work performed by SUBRECIPIENT, taking into consideration percentage of completion and the accomplishment of specific milestones (including, without limitation, completing a site plan, achieving requisite land use approvals, submitting an application for financial assistance, and obtaining award(s) of such assistance). The Grantee will pay, in full, or specifically dispute SUBRECIPIENT'S claim within thirty (30) days of its receipt of demand from the SUBRECIPIENT, and failure to dispute within such thirty (30) days shall be deemed agreement with such demand.

#### With Cause

Subject to the applicable notice, grace, and cure periods, Grantee may terminate this Agreement for cause, in whole or in part, if SUBRECIPIENT fails to comply with any term of this Agreement, or any of the rules, regulations or provisions referred to herein; and Grantee may declare SUBRECIPIENT ineligible for any further participation in Grantee HOME program agreements, in addition to other remedies as provided by law. If Grantee has cause to believe the SUBRECIPIENT is in noncompliance with this Agreement or any applicable rules and regulations, Grantee may withhold up to twenty-five (25) percent of said Agreement funds until such time as SUBRECIPIENT is found to be in compliance by Grantee or is otherwise adjudicated to be in compliance.

#### C. Partial Terminations

Partial terminations of the Scope of Services, found in **Exhibit "B"**, may only be undertaken with the prior approval of Grantee.

#### D. Breach of the Agreement

Termination of this Agreement shall not relieve SUBRECIPIENT of liability for any breach of this Agreement that occurs prior to such termination or expiration.

#### E. Closeouts

SUBRECIPIENT's obligations to Grantee shall not end until all closeout requirements described in 2 C.F.R. §200.343 - 200.344 are completed to the satisfaction of HCCSD and the Harris County Auditor. Activities during this closeout period shall include, but are not limited to, making final payments and disposing of Program assets (including the return of all unused materials, equipment, Program income balances, and receivable accounts) to Grantee, and determining the custodianship of records.

#### F. Reversion of Assets

Upon expiration or termination of this Agreement, SUBRECIPIENT shall transfer to Grantee any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds. For any year following the expiration or termination of this Agreement that SUBRECIPIENT holds personal property attributable to funds hereunder, SUBRECIPIENT shall submit an Annual Report of Personal Property identifying the property and its location, with such

report being filed with HCCSD and the Harris County Auditor. Any interest earned on cash advances from the U.S. Treasury is not Program income and shall be remitted promptly to Grantee.

### XIII. INCORPORATION OF EXHIBITS

The following documents are a part of this Agreement:

Exhibit A	Grant Terms
Exhibit B	Scope of Services
Exhibit C	Harris County Community Services Department Construction Policies and Procedures
Exhibit D	Budget
Exhibit E	Harris County Affordable Housing Standards / Minimum Property Standards (See Hyperlink: <a href="https://csd.harriscountytexas.gov/Pages/HCAffordableHousingStandards.aspx">https://csd.harriscountytexas.gov/Pages/HCAffordableHousingStandards.aspx</a> )
Exhibit F	Architect's/Builder's Certification
Exhibit G	Affirmative Marketing Policy and Procedures and HUD Form 935.2A
Exhibit H	Cost Control Report/Reimbursement Summary
Exhibit I	Regulatory Agreement and Declaration of Restrictive Covenants
Exhibit J	Certification for Contracts, Grants, Loans and Cooperative Agreements
Exhibit K	Equal Opportunity
Exhibit L	Grievance Information Form
Exhibit M	Conflict of Interest Form
Exhibit N	Conflict of Interest Disclosure Statement
Exhibit O	Conflict of Interest Questionnaire
Exhibit P	Lead-Safe Housing Rule Applicability Form
Exhibit Q	Lease Addendum
Exhibit R	Rental Housing Project Compliance Report Form
Exhibit S	Section 504 Survey & Section 504 Transition Plan Format
Exhibit T	Regulation Reference Information

- Exhibit U        Required Federal Grant Contract Provisions
- Exhibit V        CDBG-DR Federal Regulations
- Exhibit I-1      Executed Regulatory Agreement and Declaration of Restrictive Covenants
- Exhibit X        Notice of Environmental Clearance

#### XIV.    AGREEMENT REQUIREMENTS

Notwithstanding any other provision of this Agreement, SUBRECIPIENT is required to comply with only the federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

\*\*\*\*\*  
*Signatures follow on next page.*  
\*\*\*\*\*

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of April 27, 2021.

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

CHRISTIAN D. MENELEE  
County Attorney

HARRIS COUNTY

By: Randy Keenan  
RANDY KEENAN  
Assistant County Attorney  
CA File No.: 21GEN1187

By: \_\_\_\_\_  
LINA HIDALGO  
Harris County Judge

HARRIS COUNTY RESOURCES FOR CHILDREN AND ADULTS,  
a Department within Grantee

By: Joel Levine  
Joel Levine, M.A., LCSW  
Executive Director

EXHIBIT A  
GRANT TERMS

Date: April 27, 2021

Subrecipient: Harris County Resources for Children and Adults  
a Department within Grantee

Subrecipient's Address: 2525 Murworth Dr, Houston, TX 77054

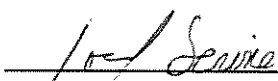
Grantee: Harris County, a body politic and corporate under the laws of the State of Texas

Owner's Address: 8410 Lantern Point Drive, Houston, TX  
Attn: Executive Director, Harris County Community Services Department

Grant Amount: \$20,000,000.00

SUBRECIPIENT:

Harris County Resources for Children and Adults  
a Department within Grantee

By:   
Name: Joel Levine, M.A., LCSW  
Title: Executive Director



## EXHIBIT B

### SCOPE OF SERVICES

#### I. Application

This Scope of Services is based on the proposal prepared and submitted by the HAY Center Foundation (Applicant) to the Harris County Community Services Department (Grantee), however, in the event of any conflict between the proposal and any provision contained herein, this Agreement shall control. In addition to the activities listed below, Harris County Resources for Children and Adults, a Department within Grantee (SUBRECIPIENT) agrees to operate this Project in accordance with the CDBG-DR funds; HCCSD requirements; and all other federal, state, and local regulations.

#### II. Project Description

The Subrecipient shall be responsible for implementing the HAY Center Project (“**Project**”) during the term of this Agreement. The scope of the Project includes, but is not limited to, acquisition and new construction of a new 50-unit multifamily complex for permanent supportive housing (PSH) for homeless youth and youth aging out of foster care through The Way Home, in which 50 units (which is 100% of the total number of units) will be CDBG-DR assisted and occupied by income-eligible homeless residents of Harris County. The Project shall include 50 CDBG-DR Units (100% of total Units). The Project shall contain thirty (30) High HOME Rent Limit Units, twelve (12) Low HOME Rent Limit Units, and eight (8) 60% of Low HOME Rent Limit units for a total of 50 CDBG-DR Assisted Units. The Subrecipient will maintain ownership of the Project at Project Completion. The total amount of the CDBG-DR funds is \$20,000,000.00, which includes the charges for HCCSD project management and oversight and Harris County Engineering Department (HCED) inspections (\$946,667.00) and a Construction Management cost (\$120,000.00), totaling \$1,066,667.00. The Project property is located at 3131 Gulf Freeway, Houston, TX 77003, Precinct 1.

The Subrecipient shall ensure that personnel and contractors providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that HCCSD shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

#### III. Activities

##### Activity #1      Site Control

Site control is held by Subrecipient for HAY Center, sited on 3.268 acres (142,354 square feet), located in the Henry Tierwester 1/4 League, Abstract Number 75, in Harris County, Texas; Said 3.268 acres being out of a called 3.9092 acre tract of land recorded in the name of Caspian Enterprises, Inc. in Harris County Clerk's File (H.C.C.F.) Number X296327 and Lot 11 of Cummings West Side Addition per H.C.C.F. Numbers 20070187047 and 20070187050 (Tract 2) and out of a called 3.0634 tract of land recorded in the name of Caspian Enterprises, Inc. in H.C.C.F. Number Y216495 (Tract 3); said 3.0634 acres located at 3131 Gulf Freeway, Houston, TX 77003.

**Activity #2      Leverage Funds**

The Subrecipient will submit a log of sources and usage for all leveraged funds, as contained in **Exhibit "D"** of this Agreement. In the event that additional funds are secured prior to the completion of Lease-Up, the Subrecipient will immediately submit a revised log of sources and uses.

**Activity #3      Construction**

The Subrecipient shall construct the 50-unit HAY Center multifamily complex to provide permanent supportive housing (PSH) for homeless youth and youth of Harris County aging out of foster care (50 of the units shall be CDBG-DR assisted units). The entire Project shall consist of 45 Affordable Zero (0)-Bedroom Efficiency Units and 5 Affordable One (1)-Bedroom Units.

**Activity #4      Housing Quality Standards**

The execution of this Agreement by Subrecipient acknowledges Subrecipient's understanding that housing assisted with CDBG-DR funds must meet all applicable federal, state and local housing quality standards and code requirements. Subrecipient shall ensure that all of the 50 units in this Project meet Grantee's "Minimum Acceptable Standards for Multifamily Housing of New Construction and Rehabilitation," see **Exhibit "E"**. Subrecipient shall inspect units annually based upon Housing Quality Standards (HQS) during the Affordability Period. HCCSD will also inspect all of the units annually based upon HQS during the Affordability Period.

**Activity #5      ENERGY STAR Certification**

All new and substantial rehabilitation and new construction in residential buildings shall be designed to meet the standard for ENERGY STAR Qualified New Homes or the Qualified Multifamily High Rise Building program certifications as in existence on the date of the closing and funding of the Grant. All procedures used for this rating shall comply with National Home Energy Rating System guidelines as in existence on the date of the closing and funding of the Grant. The Subrecipient shall consult the EPA ENERGY STAR program website at [www.energystar.gov](http://www.energystar.gov) for more information to determine the applicable program. The Subrecipient shall provide proof to the Grantee of HERS verification of ENERGY STAR certification.

**Activity #6      Tenant Eligibility**

**Income**

Subrecipient shall collect documentation prior to leasing CDBG-DR assisted units for tenant occupancy verifying that each household meets HOME income eligibility and specified low-income requirements in accordance with the Fair Housing Act, during the Affordability Period. Under the terms of this Agreement, and in accordance with HCCSD requirements, the Affordability Period shall be twenty (20) years beginning after Project Completion.

Subrecipient shall determine household income for all adult members in CDBG-DR assisted units over 18 years of age by assembling source documentation from all sources. Subrecipient shall calculate annual income by utilizing the Section 8 definition of determining annual income. Subrecipient shall consider any likely changes in income, as eligibility is based on anticipated income during the next twelve (12) months. Source documentation shall include, but is not limited to: two (2) months of pay stubs, or verification of employment, and social security income, monthly bank statements for the most recent two (2) month period, interest statements, and unemployment compensation statements, etc. Subrecipient must verify proof of income from all applicable sources for all adult family members.

#### Documentation of Homelessness

The Subrecipient shall maintain adequate documentation of homelessness status to determine the eligibility of persons approved to be housed at the Project. The Subrecipient shall maintain a copy of the documentation in the participant/tenant's file. Such documentation shall meet the U.S. Department of Housing and Urban Development's definition of homeless which is defined as a person who lacks a fixed, regular, and adequate nighttime residence meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing (must have originally come from the streets or emergency shelter), and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
- Is exiting an institution where s(he) has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution; or
- Any individual or family who is fleeing, or is attempting to flee, domestic violence; has no other resources; and lacks the resources or support networks to obtain other permanent housing.

#### Coordinated Intake/Assessment

The Subrecipient agrees to comply with requirements of the community-wide coordinated intake/assessment system. Subrecipient understands that if such community-wide coordinated intake/assessment system includes a referral process for transitional and permanent housing; the Subrecipient must agree to take referrals for tenancy through the system subject to the Project's residential lease and program requirements and target population criteria.

#### Felony Convictions

Subrecipient shall deny assistance regarding tenant felony convictions as stated in the *Harris County Housing Authority 2019 Administrative Plan, Chapter 3, Part III, Section-3-III.B.*

*Mandatory Denial of Assistance* pursuant to 24 CFR 982.553(a), pursuant to the two enumerated categories below. Applicants, including any members of the household, with applicable history of criminal convictions will be denied assistance if such history includes the following: (a) current or past drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing; and/or (b) being subject to a lifetime registration requirement under a state sex offender registration program.

#### **Activity #7      Tenant Protection Requirements**

Subrecipient shall comply with all tenant and participant protection requirements at 24 C.F.R. §92.253 as provided for in the Lease Addendum, **Exhibit “Q”**. The Addendum will be completed with each tenant with the execution of each lease and maintained in the tenant file.

#### **Activity #8      Affordability Periods and Rent Schedule**

Subrecipient must maintain a minimum of 50 **Floating** CDBG-DR assisted rental units (Seven, Zero-Bedroom Efficiency - 60% of Low HOME), (Ten, Zero-Bedroom Efficiency - Low HOME), and (Twenty-Eight, Zero-Bedroom Efficiency - High HOME); and (One, 1-Bedroom - 60% of Low HOME), (Two, 1-Bedroom - Low HOME), and (Two, 1-Bedroom - High HOME) at the Project; all of which must be occupied by income-eligible homeless residents earning 80 percent or less of Median Family Income (MFI) according to the High and Low HOME rents published annually by HUD (24 C.F.R. §92.252), and CDBG-DR RFP/RFA application requirements, for a period no less than twenty (20) years from the date of Project Completion (as defined in the Grant Agreement). The 50 **Floating** units (described in the table below) will be, for the duration of the Affordability Period, subject to the terms set forth in this Declaration. Subrecipient must utilize the Allowances for Tenant-Furnished Utilities and Other Services approved annually by HCCSD.

<b>Percentage of Median Family Income (MFI)</b>	<b>No. of Affordable Zero (0)-Bedroom Efficiency Units Set Aside for 20-Year Affordability Period</b>	<b>No. of Affordable One (1)-Bedroom Units Set Aside for 20-Year Affordability Period</b>	<b>Applicable Rent for Total by Income Category (Rents Shall Not Exceed)</b>
Extremely Low-income households (30% or less) 24 C.F.R. §92.252	7	1	8 units at 60% of Low HOME Rent
Very Low-income households (50% or less) 24 C.F.R. §92.252	10	2	12 units at Low HOME Rent
Low-income households (80% or less) 24 C.F.R. §92.252	28	2	30 units at High HOME Rent
<b>Total Number of Units</b>	<b>45</b>	<b>5</b>	<b>50</b>

## Activity #9 Documentation & Reporting

Subrecipient must document and report demographic information, including race, sex, age, disability, and homelessness for all participants in the Grantee's 50 Floating CDBG-DR Assisted units, 100% of which must be CDBG-DR income eligible persons. The Subrecipient shall recertify tenant income on an annual basis during the Affordability Period. The Subrecipient shall recertify household income on the anniversary of the original income evaluation or at lease renewal. The Subrecipient shall collect income documentation and place tenant income recertification documentation in the respective tenant file.

Initial Lease-Up – Prior to commencing lease-up, Subrecipient must submit a rent schedule for CDBG-DR assisted units for review and approval. On a monthly basis, Subrecipient will complete and report the initial lease-up of at least 95% of the 50 CDBG-DR assisted units on the Rental Housing Compliance Report Form, **Exhibit "R"**.

Quarterly and Annual Reporting – Subrecipient must complete and submit an annual Rental Housing Project Compliance Report Form (**Exhibit "R"**) throughout the 20-year Affordability Period for compliance with HCCSD and CDBG-DR requirements.

## Activity #10 Section 504 Rehabilitation Act of 1973

Prior to Project Completion, Subrecipient shall specify the units, which shall be distributed between Zero (0)-Bedroom Efficiency Units and One (1)-Bedroom Units, that comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 706, as amended), and the terms of this Agreement, which prohibit discrimination against the handicapped in any federally assisted program. The Grantee will inspect the specified units and property for compliance during construction. The SUBRECIPIENT shall complete or cause to complete relevant portions of the Section 504 Self-Evaluation Survey, **Exhibit "S"** and will maintain this information on file for public view and on-site monitoring by the Grantee and the U. S. Department of Housing and Urban Development.

SUBRECIPIENT shall comply with all the requirements of the Section 504 Rehabilitation Act; and, pursuant to Hurricane Harvey CDBG-DR affordable rental housing requirements, the SUBRECIPIENT shall be required, in accordance with the Affordable Rental Housing CDBG-DR RFA/RFP, to provide a minimum for rehabilitation of two (2) additional units above the standard 5% Mobility-Impaired Units, and one (1) additional units above the standard 2% Sensory-Impaired Units consisting of the following: Mobility-Impaired Units (5 total) and Sensory-Impaired Units (2 total), for a total of 7 units.

Number of Section 504 Units	Zero (0)- Bedroom Efficiency	One (1)- Bedroom	Total
Units Supporting Mobility-Impaired Tenants	4	1	5
Units Supporting Sensory-Impaired Tenants	1	1	2
<b>Total</b>	<b>5</b>	<b>2</b>	<b>7</b>

#### **Activity #11 Affirmative Marketing**

- a. In accordance with **Exhibit “G”**, the Subrecipient must document and report affirmative fair housing activities on HUD Form 935.2A on a quarterly basis. After Lease-Up is achieved, if any affirmative marketing activities are conducted, a record of the activities, including copies of publications, must be kept in the property leasing office for the Grantee’s review.
- b. Following Project Completion, Subrecipient agrees to register the property with the Harris County Housing Resource Center and maintain an active listing of unit availability on the affordable housing searchable database.

#### **Activity #12 Participation in HMIS for Projects Providing Services to the Homeless**

Grantee requires Subrecipient creating and/or providing transitional and permanent supportive housing for homeless persons to participate in the local Homeless Management Information System (HMIS). Recipients of HCCSD funds are required to use HMIS to collect data and report on outputs and outcomes. The Subrecipient agrees to participate in HMIS and report data as required by HCCSD in such a system.

#### **Activity #13 Matching Funds Requirement**

HOME Program funds used for affordable housing activities are required to be matched according to 24 C.F.R. §92.218. The matching contribution must total not less than twenty-five percent (25%) of HOME funds expended. Eligible forms of matching contributions must be met in accordance with 24 C.F.R. §92.220. The Match has been waived by HUD and a matching contribution is not required.

#### **Activity #14 TABA/TAS UFAS Requirements, and Americans with Disabilities Act 1990 (2010 Standards for Accessible Design)**

Subrecipient shall cause its Architect/Engineer to furnish documentation prior to construction demonstrating that the Project meets the requirements of the Texas Architectural Barriers Act (TABA) and Texas Accessibility Standards (TAS). Subrecipient shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the requirements of TABA and TAS. Further, Subrecipient shall at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the requirements of Section 504, UFAS, the requirements of the Americans with Disabilities Act of 1990 (ADA) Title II (28 C.F.R. Part 35) and Title III (28 C.F.R. Part 36) 2010 Standards for Accessible Design.

Subrecipient shall document and report the results of all inspection activities to HCCSD, upon request by HCCSD. Upon Project Completion, the Subrecipient shall submit documentation from the Texas Department of Licensing and Regulation (TDLR) indicating that the Project complies with TABA and TAS.

## Activity #15 ACTIVITIES, SCHEDULE, AND REQUIRED DOCUMENTS

### Acquisition

The Subrecipient shall acquire the UNIMPROVED property located at 3131 Gulf Freeway, Houston, TX 77003 in accordance with 24 C.F.R. 570.201(a) relating to acquisition in whole or in part by the Subrecipient, or other public or private nonprofit entity, by purchase, long-term lease, donation or otherwise, of real property (including air rights, water rights, rights-of-ways easements, and other interests therein) for any public purpose, subject to the limitations of 24 C.F.R. 570.207 and in accordance with the Uniform Relocation Assistance Real Property Acquisition Policies of 1970 (URA) Chapter 5 Real Property Acquisition of HUD Handbook 1378.

As Subrecipient is a Department of Grantee, Grantee will use funds allocated to this Project on behalf of Subrecipient to acquire the Property. Title to the Property will remain in the name of Grantee, but Grantee will permit Subrecipient to occupy the Property to complete the Project and perform the ongoing services throughout the Term of this Grant Agreement.

No.	Reports and Compliance Documents	Schedule
1.	Compliance with URA	
a.	<p><b>Notice to Seller Letter</b></p> <p>Subrecipient agrees to comply with the URA by informing the Seller in writing of the following:</p> <ul style="list-style-type: none"> <li>○ Subrecipient and Grantee do not have the power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and</li> <li>○ An estimate of the fair market value of the property or an appraisal of the property.</li> </ul>	<p>Within thirty (30) days after the execution of this Agreement, the Subrecipient shall forward to the seller the Notice to Seller Letter prior to the purchase offer (if feasible).</p> <p>If Subrecipient has a contract or an existing option, the Seller, must be provided the opportunity to withdraw from the agreement after this information is provided.</p> <p>Within thirty (30) days after the execution of this Agreement, Subrecipient shall forward a copy of the letter sent to the Seller with evidence that the Seller received the letter.</p>
2.	Property Appraisal Report	Within thirty (30) days after the execution of this Agreement, Subrecipient shall submit to Grantee copy of the appraisal report for review and approval.
3.	Notice to Proceed from Grantee	<p>Within forty-five (45) days of receipt, review and approval of the above compliance documents (Notice to Seller Letter and the Property Appraisal Report), the Grantee shall notify the Subrecipient to proceed with negotiations.</p> <p>In the event that the property for purchase is deemed ineligible by the Grantee, the Grantee will forward a</p>

		written notice denying the purchase of the property with no further obligation for the Grantee.
<b>No.</b>	<b>Reports and Compliance Documents</b>	<b>Schedule</b>
4.	DRAFT Closing Documents	Within thirty (30) days (at a minimum) of the anticipated closing date, the Subrecipient shall submit to the Grantee for review and approval DRAFT closing documents.
5.	Acquisition (Closing)	Within one hundred-eighty (180) days from the date of the Notice to Proceed, the Subrecipient shall purchase the subject property.
6.	Final Closing Documents	Within thirty (30) days after closing, the Subrecipient shall forward to Grantee copy of all closing documents.

## Construction

	Activity Name	Schedule	Reports and Compliance Documents
No.	Construction	Time Frames	Submission
1.	Design	Within five (5) months from the date of the Agreement, the Subrecipient shall submit the compliance documents to the Grantee for review and approval.	Final set of permitted drawings, plans, cost estimates, bid specifications and construction documents
2.	Bid Out	Within fifteen (15) days after the Grantee's approval of the bid specifications (HCED Permitting and Architecture & Engineering approval), the Subrecipient shall advertise the project for at least two (2) consecutive weeks.	Copy of bid advertisement with affidavit
3.	Pre-Bid Conference	The Subrecipient shall hold a Pre-Bid Conference at least one (1) week before bids are due.	Copy of attendance roster and meeting notes
4.	Bid Opening	The Subrecipient shall hold a Bid Opening at a minimum of two (2) weeks after the initial advertisement of project.	N/A
5.	Bids, Bid Tabulation and Recommendations	Within fifteen (15) days from the date of the Bid Opening, based upon the Consultant's bid review and tabulation and recommendation, the Subrecipient shall submit the compliance documents to the Grantee for review and approval.	Copy of all bids, bid bonds, tabulation and Consultant's recommendations
6.	DRAFT Construction Contract	Within thirty (30) days after the Grantee's written approval of the lowest and most responsible bid, the Subrecipient shall submit the compliance document to the Grantee for review and approval.	Copy of the draft construction contract



	Activity Name	Schedule	Reports and Compliance Documents
No.	Construction	Time Frames	Submission
7.	Executed Construction Contract	Within fifteen (15) days after the Grantee's approval of the draft construction contract, the Subrecipient shall execute the construction contract.	ORIGINAL copy of the executed construction contract
8.	Third-Party Plans, Drawings, and Specification Review	Prior to issuing the Notice to Proceed, the Subrecipient shall require that its architect submit 3 <sup>rd</sup> -Party review documentation for TAS, TABA, and Section 504, UFAS, and ADA 2010 with any deficits noted. 3 <sup>rd</sup> -Party review and Certification for Section 504 ADA 2010, and Fair Housing shall be required. A 3 <sup>rd</sup> -Party Independent Cost Estimate shall also be conducted and required prior to a Bid Opening.	Copy of letters from reviewing entity.
9.	Pre-Construction Conference	Prior to commencement of construction, the Subrecipient shall schedule and hold the Pre-Construction Conference with Grantee.	Copy of attendance roster and meeting notes
10.	Construction Start Date	Within 8 (eight) months of the date of the closing and funding of the Grant, the Subrecipient shall issue the Notice to Proceed to the contractor.	Copy of Notice to Proceed
11.	DBRA Compliance Documents	Within seven (7) days of the Construction Start Date and during the project construction, the Subrecipient shall submit or cause to be submitted original compliance documents on a weekly basis.	Original DBRA documentation
12.	Survey, Inspection, and Testing	The Subrecipient shall perform survey, inspection and testing during the course of implementing the project, as applicable.	Copy of survey, inspection and testing reports, as applicable
13.	Final Walkthrough and Final Punch List	At the completion of the construction activities, the Subrecipient shall hold a Final Walkthrough and issue the Final Punch List, as applicable.	Copy of Final Punch List, if applicable
14.	Third-Party Construction Review	The Subrecipient shall require that its architect submit 3 <sup>rd</sup> -Party review of completed construction stating TAS, TABA, and Section 504, UFAS, and ADA 2010 compliance. A 3 <sup>rd</sup> -Party Independent Cost Estimate is required and must be in place prior to any bid opening.	Copy of letters from reviewing entities
15.	ENERGY STAR Certification	3 <sup>rd</sup> -Party review and Certification is required from the Subrecipient. Within five (5) days of receipt of the ENERGY STAR Certification, the Subrecipient shall forward a copy of the Certification to the Grantee.	Copy of Certification
16.	Certificate of Occupancy	Within five (5) days of receipt of the Certificate of Occupancy, the Subrecipient shall forward a copy of the Certificate to the Grantee.	Copy of Certificate of Occupancy

	Activity Name	Schedule	Reports and Compliance Documents
No.	Construction	Time Frames	Submission
		The Subrecipient shall ensure that, except in cases of force majeure, the construction of the Project shall be completed on or before the expiration of eighteen (18) months following the Construction Start Date.	

Time/Date variances to the schedule may be approved by the Executive Director of HCCSD, or his designee, if reasonable justification is provided for the delay.

The SUBRECIPIENT shall forward compliance documents upon completion of the activity, or as noted in the schedule.

In addition to the normal administrative services required as part of this Agreement, SUBRECIPIENT agrees to document progress using reporting requirements specified in Section VIII of this Agreement.

The Scope of Services to be provided by the Subrecipient may be amended to include other activities authorized under federal law that are approved in writing by the Executive Director, HCCSD and within the same general type of services described herein.

### **Notices**

Unless applicable law requires a different method, all notices and communications concerning this Agreement shall be directed to HCCSD/the County and SUBRECIPIENT will be sent by overnight delivery, hand delivery or by mailing same by first-class mail, postage prepaid, return receipt requested, to the applicable party at their respective address below or at a different address if the applicable party gives the other parties notice of its new address. Such notices and communications shall be deemed delivered upon the addressee's receipt or refusal of receipt thereof:

#### **Grantee Department**

Adrienne M. Holloway, Ph.D.  
Executive Director  
Harris County Community Services Department  
8410 Lantern Point Drive  
Houston, Texas 77054  
[Adrienne.Holloway@csd.hctx.net](mailto:Adrienne.Holloway@csd.hctx.net)

#### **Subrecipient**

Joel Levine, M.A., LCSW  
Executive Director  
Harris County Resources for Children and Adults  
2525 Murworth Drive  
Houston, Texas 77054  
[Joel.Levine@cps.hctx.net](mailto:Joel.Levine@cps.hctx.net)



## EXHIBIT C

### HARRIS COUNTY COMMUNITY SERVICES DEPARTMENT CONSTRUCTION POLICIES & GUIDELINES

These policies are intended to assist those entities receiving Harris County Home Investment Partnership (HOME) Program and Community Development Block Grant funds. They will facilitate SUBRECIPIENT's understanding and compliance with applicable federal and county regulations, policies and processes where the SUBRECIPIENT is responsible for design, bidding and construction contract administration. If clarification is needed, call LaToya Ricketts, HD&SI Manager at (832) 927-4822.

1. If federal funds will be used to retain consultants, SUBRECIPIENT must advertise the Request for Qualification Statement (RFQ)/Request for Proposals Statement (RFP) in the *Houston Chronicle*, local area newspapers, trade magazines and/or periodicals for a period of not less than thirty (30) days. SUBRECIPIENT shall submit the draft RFQ/RFP to Harris County Community Services Department (HCCSD) for approval prior to placing the advertisement and shall maintain a copy of the approved advertisement. The responding consultant's SF 254 and 255 qualification statements must be submitted to HCCSD for review prior to commissioning the consultants. Upon approval by HCCSD, SUBRECIPIENT may retain consultant(s).
2. SUBRECIPIENT shall advertise for bids for all subcontracts and lower tier subcontracts and award contracts to the **lowest and most responsible bidder(s)**, in compliance with the State of Texas bidding procedures and the Sections listed below from 2 C.F.R. §200:

Section 200.302 "Financial Management" (except subparagraph a)

Section 200.318 "General Procurement Standards"

Section 200.333 "Retention and Access Requirements for Records"

Section 200.336 "Access to Records"

3. The preliminary drawings must be within the previously approved Project scope. All construction projects must comply with Harris County requirements and the policies and procedures of Harris County's Engineering Department (HCED), Purchasing Agent, Auditor and HCCSD.

SUBRECIPIENT will incorporate into the construction documents any and all Department of Housing and Urban Development requirements. Final documents must be approved by HCCSD in writing prior to advertising for bids.

4. Prior to award of contract, HCCSD will review the bid documents, the bidder's qualification statements, minority business plan and financial statements to ensure that the contractor/subcontractor has a good contracting record, adequate capitalization, equipment, and personnel to successfully complete the construction of the Project, meets minority participation goals and that the bidder has not been debarred by HUD from working on federal contracts.

5. SUBRECIPIENT, the consultant, and HCCSD will conduct a pre-bid meeting, bid opening, and a pre-construction conference with the contractor and all subcontractor(s).
6. The Grantee shall furnish the SUBRECIPIENT with specific compliance documentation at the pre-construction conference with the contractor. Without exception, the SUBRECIPIENT and the contractor shall be responsible for ensuring compliance by all subcontractors working on the Project jobsite with employees covered by the Davis-Bacon Acts
7. SUBRECIPIENT shall, at its sole expense, furnish the necessary inspection personnel to assure itself of compliance with the construction contract. HCCSD will have final authority in all construction disputes.
8. SUBRECIPIENT and contractor will be responsible for preparing monthly pay requests to be reviewed by the consultant prior to submittal for payment. Preparation will consist of a site meeting with the consultant and the contractor's representative to accurately determine the percentage completion of various components of the work and time used. SUBRECIPIENT, the consultant, and the contractor will be required to sign each monthly estimate prior to being processed for payment. SUBRECIPIENT, through its Representative, shall ensure that the work performed by the selected contractor shall be subject to retainage under Section 53.101 of the Texas Property Code.
9. All change orders must be approved in writing by SUBRECIPIENT prior to any alterations or modifications of the work or specifications. SUBRECIPIENT will be responsible for any increase in cost based on any change order required due to errors and/or omissions. Total aggregate Changes in Contract will not exceed twenty-five (25) percent of the **original construction contract** amount awarded to the lowest and most responsible bidder.
10. SUBRECIPIENT will submit or cause to be submitted, weekly payrolls for general contractor and all subcontractors to HCCSD for review. HCCSD will review all payrolls and conduct worker interviews and will hold the general contractor responsible for compliance with labor, EEO and minority business requirements. Harris County, through HCCSD, reserves the right to withhold funds from the general contractor to compensate workers in accordance with the appropriate wage scales as promulgated by the U.S. Department of Labor.
11. SUBRECIPIENT shall cause the Project contractor to submit the following documentation to HCCSD **prior** to award of the construction contract for subcontractors:
  - Copy of the bid advertisement.
  - Copy of the bid tabulations.
  - Copies of all bids submitted.
  - Copies of bidders' bid bonds or cashier's checks, if applicable.
  - Copy of the minutes and attendance roster of the bid opening.
  - Consultant's recommendation of contractor subcontractor.
  - Request authorization from HCCSD to award project to lowest and most responsible bidder.
12. SUBRECIPIENT must submit the following documentation **after** award of contract:
  - Copy of SUBRECIPIENT's performance, payment and maintenance bonds.

- Copy of "Certificate of Authority" issued by the State Board of Insurance of Texas for the surety company. Only companies listed in the Department of the Treasury circular #570 (or most recent issue) will be accepted.
- Certification of bid award by SUBRECIPIENT to Project Contractor.
- Original copy of the executed contract between the successful bidder and the SUBRECIPIENT.
- Copy of the document that activates payment to Project contractor (i.e., purchase order).
- Copy of subcontractor list.
- Schedule of values based on standard Construction Specifications Institute (CSI) format (32 divisions) and given in labor and materials listed separately per line item including overhead and profit for each.
- Construction schedule (Critical Path Method).

### 13. Davis-Bacon and Related Acts Requirements

Basic labor standards compliance parameters involve the payment to construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work they actually performed. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly payroll reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. Employers may also be required to submit related documents in order to demonstrate compliance with these standards.

Each contract subject to federal (Davis-Bacon) labor standards requirements must contain the appropriate HUD contract provisions containing the labor standards clauses. These clauses correspond to the DOL Regulations prescribing the responsibilities of the contractor and obligating the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due. These contract clauses are described below.

#### A. Responsibility of the Principal Contractor.

Basic labor standards compliance parameters involve the payment to all construction laborers and mechanics not less than the prevailing wage rate established in the wage determination for the type (classification) of work and the hours of work, they actually perform. Contractors and subcontractors and any lower-tier subcontractors (employers) are required to prepare, certify and submit weekly reports reflecting all of the laborers and mechanics (employees) engaged in construction of the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance with these compliance parameters.

The principal contractor (also referred to as the prime contractor) shall be responsible for the full compliance of all employers (contractors, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the Project. For ease of reference, the term "**contractor**" shall mean the principal or prime contractor; "**subcontractor**" shall mean any and all subcontractors and lower-tier subcontractors; and the term "**employer**" shall include the contractor and any subcontractors and lower-tier subcontractors.

## B. Davis-Bacon Definitions & Compliance Parameters

### **Definitions.**

- a. **Laborer or mechanic.** "**Laborers**" and "**mechanics**" are those individuals whose duties are manual or physical in nature including workers who are performing the work of a trade (e.g., electrician). These terms include apprentices, trainees and helpers and, for contracts subject to the Contract Work Hours and Safety Act (CWHSSA), watchmen and guards.
  - 1) **Working foremen.** Foremen or supervisors that perform construction work and devote more than 20% of their time as a laborer or mechanic are treated as "laborers" or "mechanics" for labor standards purposes.
  - 2) **Exclusions.** Persons whose duties are primarily administrative, managerial or clerical are not laborers or mechanics.
  - 3) **Employee.** Every person who performs the work of a laborer or mechanic is "**employed**" regardless of any contractual relationship, which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor shall ensure the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

*See also Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics.*

- b. **Apprentice.** An "**apprentice**" is a person employed and individually registered in a bona fide apprenticeship program, including Step-Up apprenticeship programs designed for Davis-Bacon construction work. Bona fide programs are those that have been registered with the DOL, Bureau of Apprenticeship and Training (BAT) or with a BAT-recognized State Apprenticeship Agency (SAC).
  - 1) **Probationary apprentice.** A person in the first ninety (90) days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an "apprentice" provided that the BAT or SAC has certified that such person is eligible for probationary employment as an apprentice.
  - 2) **Pre-apprentice.** A person who is employed as a "**pre-apprentice**", that is, in a preparatory position that may result in registration in an apprenticeship program is not considered to be an "apprentice."
  - 3) **Ratio to apprentices and trainees to journeymen.** The maximum number of apprentices or trainees employed on the site of work may not exceed the ratio of

apprentices or trainees to journeymen permitted to the employer in the certified program.

- c. **Prevailing Wages.** The term "**wages**" means the basic hourly rate of pay plus any contribution irrevocably made by a contractor or subcontractor (employer) to a bona fide fringe benefit fund, plan or program.
- d. **Piecework.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung; a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates **provided** the weekly earnings are sufficient to satisfy the wage requirement based upon actual hours, including any overtime, worked. If the weekly piece rate earnings are not sufficient, the employer shall re-compute weekly earnings based upon actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the above; unemployment benefits, life insurance, vacation or holiday pay; defraying costs of apprenticeship or similar programs; or other bona fide fringe benefits. In addition to contributions, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program. Fringe benefits do not include benefits required by other Federal, State or local law.
- f. **Site of work.** The "**site of work**" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby property used by the contractor/subcontractor in the construction of the Project (e.g., fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project and are so located in proximity to the actual construction location that it would be reasonable to include them.
- g. **Overtime.** Overtime hours are defined as all hours worked on the site of the work in excess of forty (40) hours in any workweek. Overtime hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.
- h. **Deductions.** The employer may make payroll deductions as permitted by DOL Regulations 29 C.F.R. Part 3. These regulations prohibit the employer from requiring employees to "kick-back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

- i. **Proper classification of work.** Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage determination and the actual type of work he/she performed and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of the level of skill.
- j. **Split classification.** Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.
- k. **Additional classifications and wage rates.** If the general contractor determines that the wage decision does not include a classification or classifications needed for the construction of the Project, the general contractor shall submit to HCCSD a request for an **additional classification and wage rate**. HCCSD shall review and forward the request for additional work classification and wage rate to HUD for review and preliminary approval. HUD shall review and shall forward the request for additional classification and wage rate to DOL for final review and approval. NOTE that the final decision rests with DOL.

The general contractor shall make the request for additional classification and wage rate in writing. All third-party subcontractors shall submit their request for additional classification and wage rate to their general contractor for further processing. All requests shall identify the Project, the Project's wage decision, the additional work classification(s) that is (are) missing and recommend a wage rate and fringe benefits (usually the rate the employer already is paying to the employees performing the work) for that classification. The primary contractor may need to describe the work that the new classification will perform.

The additional classification and wage rate request may be approved if:

- 1) The requested classification is used by construction contractors in the area of the Project. The area is usually defined as the *county* where the Project is located.
- 2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. In other words, if there already is an Electrician classification and wage rate on the wage decision, the general contractor cannot request another Electrician classification and wage rate.
- 3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. For example, the wage rate proposed for a trade classification such as Electrician shall be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision. And,



4) The workers that will be employed in the added classification (if it is already known who the workers are or will be), or the workers' representative, must agree with the proposed wage rate.

**HCCSD Review.** Grantee shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above and forwards the request to HUD for further review and preliminary approval. If additional information is required, HCCSD shall contact the general contractor for more information. HCCSD shall inform the general contractor in writing in the event that HCCSD's review finds that the request does not meet the above-described rules. The written response shall also inform the general contractor of their option to revise and resubmit their request for additional classification and wage rate in order to meet the above-described rules.

**HUD Review.** The HUD Labor Relations field staff shall review the request for additional classification and wage rate to determine whether the request meets the DOL rules outlined above. If additional information is required, HUD shall contact HCCSD for more information. If the HUD Labor Relations review finds that the request meets the rules, HUD shall forward to HCCSD their preliminary approval on the request and refer it to DOL for final review and approval. HCCSD shall inform the general contractor of HUD's preliminary approval and referral to the DOL.

If HUD Labor Relations review finds that the request for additional classification and wage rate does not meet the above-described rules, HUD shall not approve the request. In this case, HUD shall forward to DOL the request with an explanation why HUD believes the request should not be approved. NOTE that the DOL holds the authority on the final decision on the request. HCCSD shall inform the general contractor of HUD's disapproval/ referral letter to the DOL.

**DOL Review and Decision.** The DOL shall respond to HUD in writing about the additional classification request and wage rate request. HUD shall forward to HCCSD the final decision from DOL on the request, while HCCSD, in turn, informs the prime contractor of DOL's final decision to be implemented at the job site.

If DOL does not approve the contractor's request, DOL's written response to HUD shall include information about the classification and wage rate that shall be used by the contractor at the job site. Upon receipt from HUD copy of the DOL's response and instructions, HCCSD shall inform the general contractor of DOL's denial and of any instructions about the classification and wage rate to be used at the job site.

*Additional classification criteria and procedures are discussed in more detail in DOL Regulations 29 C.F.R. § 5.5 and HUD Handbook 1344.1.*

#### C. Reporting Requirements

##### (i) **Payrolls and Basic Records.**

Payrolls and basic records relating to such payrolls shall be maintained by each employer with respect to his/her own workforce employed on the site of the work. The

principal contractor shall maintain such records relative to all laborers and mechanics working on the site of the work. Payrolls and related records shall be maintained during the course of the construction work and preserved by the contractor and all employers for at least three (3) years following the completion of the work. Such records shall contain:

- a. The name, address and social security number of each laborer and mechanic;
- b. His or her correct work classification(s);
- c. Hourly rates of pay including rates of contributions or costs anticipated for fringe benefits;
- d. Daily and weekly number of hours worked, including any overtime hours;
- e. Deductions made and actual net wages paid;
- f. Evidence pertaining to any fringe benefit programs;
- g. Evidence of the approval of any apprenticeship or trainee program, the registration of each apprentice or trainee and the ratios and wage rates contained in the program.

*Grantee may obtain copies of the WH-347 from the HUD Labor Relations Field staff for their jurisdiction.*

**(ii) Certified Payroll Reports (CPR).**

Certified weekly payroll reports (CPRs) shall be submitted with respect to each week any contract work is performed. Each contractor and subcontractor (employer) shall prepare and certify such payroll reports to demonstrate compliance with the labor standards requirements. The principal contractor is responsible for full compliance with regard to its own workforce and with regard to the compliance of every subcontractor. For this reason, all CPRs and any related records are submitted to HCCSD through the principal contractor.

1. **CPR format.** CPR information shall be submitted in any form provided that the LCA Labor Standards Designee can reasonably interpret the information to monitor employer compliance with the labor standards. Employers are encouraged to utilize DOL Payroll Form WH-347. The LCA shall make available to each principal contractor a limited number of copies of the WH-347 for the contractor's reproduction and use.

2. **Submission requirements.** CPRs shall be submitted for each employer beginning with the first week such employer performs work on the site of the work until the work has been completed for the Project. CPRs shall be submitted promptly following the close of each such pay week.

3. **Project and Employer Information.** Each payroll shall identify the employer's name and address, the Project name and number, Project address, and the week ending date.

4. **Employee Information.** The payroll on which each employee appears shall contain the employee's name, and unique employee number.

5. **Apprentices or Trainees.** The first payroll on which any apprentice or trainee appears shall be accompanied with a copy of that apprentice's or trainee's registration in an approved program. A copy of the approved program pertaining to the wage rates and ratios shall also accompany the first CPR on which the first apprentice or trainee appears.

6. **Split Classifications.** For an employee that worked in a split classification, the employer shall make a separate entry for each classification of work performed distributing the hours of work for each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon total gross amount earned for all classifications. The division of hours worked in different classifications shall be accurately maintained and clearly reported.

7. **Hours worked at other job sites.** The CPRs should reflect ONLY hours worked at the site of work. If an employee performs work at job sites other than the Project for which the CPR is prepared, those "other jobs" hours should not be reported on the CPR. In these cases, the employer should list the employee's name, classification, hours performed on this Project only, and the rate of pay and gross earnings earned on this Project. Deductions and net pay may be reflected based upon the employee's total earnings (for all projects) for the week.

8. **Rate of Pay.** Employers shall report the basic hourly rate of pay for each employee for this Project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer shall add the fringe benefit rate to the basic hourly rate of pay. Also, the employer shall list the overtime rate if overtime hours are worked.

9. **Piecework.** For any piece-work employee, the employer shall compute an *effective hourly rate of pay* for each employee each week based on the employee's piece-work earnings for that week. To compute the effective hourly rate of pay, the employer shall divide the piece-work earnings by the total number of hours worked each week, including consideration for overtime hours.

The effective hourly rate shall be reflected on the certified payroll and the hourly rate of pay may not be less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate of pay changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

**NOTE** that the overtime rate for piecework shall be computed at one and one-half times the basic rate of pay plus any fringe benefits.

10. **Gross Wages Earned.** The employer shall show the gross amount of wages earned for work performed on this Project. NOTE that the employees with work hours and earnings on other projects, the employer shall show gross wages for this Project over gross earnings for all projects (for example, \$425.40/\$764.85) and base deductions and net pay for "all projects" earnings for that week.

11. **Deductions.** The employer shall report the amounts of any deductions from the gross earnings. "Other" deductions shall be identified (for example, Savings Account, Loan Repayment, Child Support, etc.). Any voluntary deductions, that is, not required by law or by an order of proper authority, shall be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. Written authorization shall be signed by the employee and shall accompany the first payroll on which the deduction appears.

12. **Net Pay.** The employer shall report the net pay on each payroll submitted.

13. **Statement of Compliance (Weekly Payroll Certification).** Each weekly payroll shall be accompanied by a "Statement of Compliance." The Statement of Compliance shall be executed by the original signature of the principal executive of the employer or of a person authorized in writing by the principal. The Statement of Compliance shall contain the language prescribed on DOL Form WH-348 or the reverse side of Form WH-347, which shall certify to the following:

That the weekly payroll contains the information required to be maintained and that the information is correct and complete;

That each laborer or mechanic (including each apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3; and

That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. If the employer pays a portion of the required fringe benefits to programs and the balance directly to the employee, the employer shall explain those differences in the spaces provided on the Statement of Compliance. If the employer pays the fringe benefits directly to the employees, then the employer shall add the cash equivalent of the fringe benefits to the reported basic hourly rate of pay.

14. **"No Work" payrolls.** Employers are required to submit a "No Work" notice for weeks during which no work was performed on the site of the work, provided that the CPRs are numbered sequentially or that the employer has provided written notice that its work on the Project has been suspended.

15. **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) **Other reports**

- a. Quarterly Employment Data Report;
- b. Certificate From Contractor Appointing Officer or Employees to Supervise Payment of Employees;

- c. Section 3 Employment and Minority Business Plan; New Hires Section 3 Monthly Compliance Report;
- d. Certificate for Contracts, Grants, Loans and Cooperative Agreements;
- e. Contractor and Subcontractor(s) Profile(s); and
- f. Section 3 Certification requirements

**(iv) Inspection of Records and On-site Interviews.**

Each employer shall make the required records (CPRs and related documents) available for inspection, copying or transcription by authorized representatives of the LCA, HUD or DOL. In addition, each employer shall permit authorized representatives to interview employees during working hours on the job site. Failure by any employer to submit the required records or to make them available, or to permit on-site employee interviews may, after written notice to the contractor, cause a suspension of any further payment, advance or guarantee of funds. In addition, failure to submit the records on request or to make them available may be grounds for debarment action pursuant to 29 C.F.R. §5.12.

**(v) Requests by Outside Parties for Payrolls.**

In order to protect the personal privacy interests of employees, copies of weekly payrolls shall not be released to outside parties and may be withheld under Exemption 6 of the Freedom of Information Act (FOIA) unless the employee's personal identifiers (e.g., name, address, social security number) are first deleted.

**(vi) Confidentiality.**

The identity of any person providing information concerning the labor standards compliance of any contractor or subcontractor shall not be disclosed in any manner to anyone other than Grantee or Federal officials unless written consent is provided in advance by such person. Additionally, any portions of a statement or written document provided by such person, which would reveal the identity of the source, shall not be disclosed without prior written consent. Disclosure of such statements and documents shall be governed by the provisions of the FOIA and the Privacy Act of 1974.

- a. **Privacy Act Release.** Grantee's Labor Standards Designee shall make available a Privacy Act Release format to each person making a statement or providing documentation that alleges underpayment of wages. The format shall permit such person to indicate whether disclosure of identity is authorized.

*Grantee may develop a form for its use in its jurisdiction for this purpose.*

- b. **Department of Labor (DOL) Investigative Materials.** From time to time, the DOL may furnish investigatory materials to Grantee or HUD in the course of its administration and enforcement operations. None of the material, other than computations of back wages

and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Grantee or HUD staff responsible for administering the contract without prior approval from the DOL.

SUBRECIPIENT shall ensure compliance with the Davis-Bacon and Related Acts requirements and shall furnish or cause to furnish the required reports documenting compliance with the Davis-Bacon and Related Acts requirements. Grantee will review all certified payrolls and conduct worker interviews and will hold the contractor responsible for compliance with labor, EEO and minority business requirements. The County, through HCCSD, reserves the right to withhold funds from the general contractor to compensate workers in accordance with the appropriate wage scales as promulgated by the U.S. Department of Labor.

**D. Compliance Violation(s) Provisions**

As required by the Davis-Bacon Act and applicable Harris County Guidelines, SUBRECIPIENT and the contractor, through SUBRECIPIENT, shall be assessed fines for compliance violations.

- (vii) Grantee shall issue a written Notice of Noncompliance or wage restitution letter detailing each violation as it arises with instructions on how to cure the violation. The Notice of Non-Compliance or wage restitution letter shall provide for a fifteen (15) to thirty (30) calendar day grace period from the date of the written notice or letter for corrective actions.
  - (viii) Violations shall be punished against SUBRECIPIENT or the contractor through SUBRECIPIENT on a per day/per violation basis and, provided the Grantee has not received reports documenting corrective actions.
16. SUBRECIPIENT will not be permitted to perform any "force account work", wherein SUBRECIPIENT uses his or her own employees, materials, and/or equipment. All portions of construction work will be subject to the competitive bidding process referenced above.
  17. SUBRECIPIENT's contractor shall furnish, deliver, and install one 4'-0" X 8'-0" project sign according to Harris County specifications. SUBRECIPIENT will ensure that the specifications will be made part of the project manual and the cost of the project sign will be included in all bids.
  18. SUBRECIPIENT's contractor, on all building projects, shall furnish, deliver, and install one 18" X 24" bronze plaque built according to Harris County specifications. SUBRECIPIENT will ensure that the specifications will be made part of the project manual and the cost of the plaque will be included in all bids.

## EXHIBIT D

### BUDGET

#### Harris County Resources for Children and Adults, Subrecipient

#### HAY Center Project

#### Maximum Amount to be Paid Under this Agreement

It is expressly agreed and understood that the total amount to be paid by Grantee under this Agreement shall not exceed TWENTY MILLION AND ZERO DOLLARS AND 00/100 (\$20,000,000.00), as certified available by the Harris County Auditor and as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Description		Harris County CDBG-DR Funds	City of Houston CDBG-DR Funds	CDBG-DR Leverage	TOTAL
Acquisition		\$ 8,460,374	\$ -	\$ -	\$ 8,460,374
Off-Site		\$ -	\$ -	\$ -	\$ -
Site Work		\$ 1,869,141	\$ -	\$ 29,500	\$ 1,898,641
Direct Construction		\$ 6,977,498	\$ 5,000,000	\$ 1,102,356	\$ 13,079,854
Other Construction		\$ 1,626,321	\$ -	\$ 338,924	\$ 1,965,245
General Soft Costs		\$ -	\$ -	\$ 1,346,825	\$ 1,346,825
Construction Financing		\$ -	\$ -	\$ -	\$ -
Permanent Loan Financing		\$ -	\$ -	\$ -	\$ -
Syndication		\$ -	\$ -	\$ -	\$ -
Reserves		\$ -	\$ -	\$ -	\$ -
Developer Fees		\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>		\$ 18,933,334	\$ 5,000,000	\$ 2,817,605	\$ 26,750,939
CSD Management and Oversight and HCED Inspections		\$ 946,667			\$ 946,667
Construction Manager (Fixed \$120,000)		\$ 120,000			\$ 120,000
<b>Subtotal</b>		\$ 1,066,667	\$ 5,000,000	\$ 2,817,605	\$ 27,817,605
<b>SOURCES (PERMANENT)</b>		<b>AMOUNT</b>			
Harris County CSD CDBG-DR		\$ 20,000,000			
City of Houston CDBG-DR		\$ 5,000,000			
Gensler Architectural Services In-Kind		\$ 186,000			
HAY Cash on Hand + Special Revenue Acct		\$ 2,310,605			
In-Kind Equity/Deferred Developer Fee		\$ 321,000			
<b>Total Sources</b>		\$ 27,817,605			
<b>Total Uses</b>		\$ 27,817,605			

**EXHIBIT E**

**HARRIS COUNTY MINIMUM ACCEPTABLE STANDARDS FOR MULTIFAMILY HOUSING NEW  
CONSTRUCTION AND REHABILITATION**

<https://csd.harriscountytexas.gov/Pages/HCAffordableHousingStandards.aspx>



EXHIBIT F

ARCHITECT'S/BUILDER'S CERTIFICATION

**Harris County Community Services Department  
ARCHITECT/BUILDER'S CERTIFICATION OF PLANS AND  
SPECIFICATIONS**

---

I. Project Name: \_\_\_\_\_

II. Project Property Address (street, city, State, & zip code):

\_\_\_\_\_  
\_\_\_\_\_

III. Does the Project design comply with the International Energy Conservation Code, Chapter 11 of the State of Texas' International Residential Code (IRC) and requirements of the Energy Star Program? \_\_\_\_\_ (yes or no)

---

IV. Builder or Builder's Agent, or Architect of Record: I hereby certify that the information is true and accurate. Based upon my review, I hereby certify that such plans and specifications comply with the applicable building code specified above as well as complying with the HUD construction requirements.

a. Name of Builder's Company or Builder's Agent, or Architect of Record:

\_\_\_\_\_  
\_\_\_\_\_

b. Street Address: \_\_\_\_\_

c. City, State, Zip Code: \_\_\_\_\_

d. Name & Title of Builder or Builder's Agent, or Architect of Record:

\_\_\_\_\_  
\_\_\_\_\_

e. Signature of Builder or Builder's Agent, or Architect of Record:

\_\_\_\_\_  
\_\_\_\_\_

f. Telephone Number (include area code): \_\_\_\_\_

**\*\*Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

## **EXHIBIT G**

### **HARRIS COUNTY'S AFFIRMATIVE MARKETING POLICY AND PROCEDURES**

This affirmative marketing policy pertains to all Harris County Community Services Department (HCCSD) projects receiving CDBG-DR/HOME and HOME program funds for HUD-assisted housing containing five or more units. HCCSD will annually assess the affirmative marketing program to determine its success and will take any necessary corrective actions.

The affirmative marketing requirements and procedures include the following:

1. HCCSD will use the Equal Housing Opportunity logotype and/or slogan in all press releases or notices to the public or solicitations pertaining to housing of more than five (5) units.
2. HCCSD will notify the local Houston Community Housing Resource Board on an annual basis of its commitment to an affirmative marketing program.
3. HCCSD will require Subrecipient of HUD-assisted housing of five or more units to adhere to the following:

When advertising or listing vacancies, Subrecipient/Owners must use major and community newspapers, community contacts and Equal Housing Opportunity logotypes or slogans. Subrecipient/Owners must also display the Fair Housing poster in high traffic areas on the premises of the assisted housing.

Subrecipient/Owners must perform special outreach to persons in the housing market area who are not likely to apply for the housing without special outreach. Targets of special outreach could include community centers, places of worship, employment centers, housing counseling agencies, etc.

HCCSD will assess the results of efforts taken by the Subrecipient to affirmatively market the housing units. Copies of all materials used to affirmatively market the housing and records describing actions taken by the Subrecipient to affirmatively market the housing must be submitted to HCCSD on a quarterly basis. The quarterly report must also include information on families residing within the property. The family information must include the following: the number of units and monthly rent (utilities included) by bedroom size; number of tenants remaining in place; size of household and for each head of household, age, race, sex, and gender.

HCCSD will assess the success of the affirmative marketing efforts. If the affirmative marketing efforts do not result in attracting eligible persons from all racial, ethnic and gender-groups in the housing market area, HCCSD will determine the necessary corrective actions. Subrecipients that fail to comply with affirmative marketing requirements will face the possibility that housing assistance payments will be abated until corrective action is taken. If the Subrecipient fails to take corrective action before the expiration of all applicable notice and cure periods, the remainder of the grant may be due and payable upon demand.

Note to all applicants/respondents: This form was developed with Nuance, the official HUD software for the creation of HUD forms. HUD has made available instructions for downloading a free installation of a Nuance reader that allows the user to fill-in and save this form in Nuance. Please see <http://portal.hud.gov/hudportal/documents/huddoc?id=nuancereaderinstall.pdf> for the instructions. Using Nuance software is the only means of completing this form.

# **Affirmative Fair Housing Marketing Plan (AFHMP) - Multifamily Housing**

**U.S. Department of Housing and Urban Development**  
**Office of Fair Housing and Equal Opportunity**

OMB Approval No. 2529-0013  
(exp. 12/31/2016)

<b>1a. Project Name &amp; Address (including City, County, State &amp; Zip Code)</b> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;"><b>1b. Project Contract Number</b></td> <td style="width: 50%; border-bottom: 1px solid black;"><b>1c. No. of Units</b></td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;"><b>1d. Census Tract</b></td> </tr> <tr> <td colspan="2" style="border-bottom: 1px solid black;"><b>1e. Housing/Expanded Housing Market Area</b></td> </tr> <tr> <td colspan="2"> Housing Market Area:  Expanded Housing Market Area: </td> </tr> </table>	<b>1b. Project Contract Number</b>	<b>1c. No. of Units</b>	<b>1d. Census Tract</b>		<b>1e. Housing/Expanded Housing Market Area</b>		Housing Market Area: Expanded Housing Market Area:	
<b>1b. Project Contract Number</b>	<b>1c. No. of Units</b>								
<b>1d. Census Tract</b>									
<b>1e. Housing/Expanded Housing Market Area</b>									
Housing Market Area: Expanded Housing Market Area:									
<b>1f. Managing Agent Name, Address (including City, County, State &amp; Zip Code), Telephone Number &amp; Email Address</b>									
<b>1g. Application/Owner/Developer Name, Address (including City, County, State &amp; Zip Code), Telephone Number &amp; Email Address</b>									
<b>1h. Entity Responsible for Marketing (check all that apply)</b> <input type="checkbox"/> Owner <input type="checkbox"/> Agent <input type="checkbox"/> Other (specify) <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> Position, Name (if known), Address (including City, County, State & Zip Code), Telephone Number & Email Address <div style="border: 1px solid black; height: 25px; width: 100%; margin-top: 5px;"></div>									
<b>1i. To whom should approval and other correspondence concerning this AFHMP be sent? Indicate Name, Address (including City, State &amp; Zip Code), Telephone Number &amp; E-Mail Address.</b>									
<b>2a. Affirmative Fair Housing Marketing Plan</b> Plan Type: <span style="border: 1px solid black; display: inline-block; width: 150px; height: 1.2em; vertical-align: middle;"></span> Date of the First Approved AFHMP: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span> Reason(s) for current update: <span style="border: 1px solid black; display: inline-block; width: 450px; height: 1.2em; vertical-align: middle;"></span>									
<b>2b. HUD-Approved Occupancy of the Project (check all that apply)</b> <input type="checkbox"/> Elderly <input type="checkbox"/> Family <input type="checkbox"/> Mixed (Elderly/Disabled) <input type="checkbox"/> Disabled									
<b>2c. Date of Initial Occupancy</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>2d. Advertising Start Date</b> Advertising must begin <i>at least</i> 90 days prior to initial or renewed occupancy for new construction and substantial rehabilitation projects. Date advertising began or will begin <span style="border: 1px solid black; display: inline-block; width: 60px; height: 1.2em; vertical-align: middle;"></span> <b>For existing projects, select below the reason advertising will be used:</b> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> To fill existing unit vacancies <input type="checkbox"/>  To place applicants on a waiting list <input type="checkbox"/> (which currently has <span style="border: 1px solid black; display: inline-block; width: 30px; height: 1.2em; vertical-align: middle;"></span> individuals)  To reopen a closed waiting list <input type="checkbox"/> (which currently has <span style="border: 1px solid black; display: inline-block; width: 30px; height: 1.2em; vertical-align: middle;"></span> individuals) </div>								

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**3a. Demographics of Project and Housing Market Area**  
Complete and submit Worksheet 1.

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**3b. Targeted Marketing Activity**

Based on your completed Worksheet 1, indicate which demographic group(s) in the housing market area is/are *least* likely to apply for the housing without special outreach efforts. (check all that apply)

- ☐ White      ☐ American Indian or Alaska Native      ☐ Asian      ☐ Black or African American  
☐ Native Hawaiian or Other Pacific Islander      ☐ Hispanic or Latino      ☐ Persons with Disabilities  
☐ Families with Children      ☐ Other ethnic group, religion, etc. (specify)
- 

**4a. Residency Preference**

Is the owner requesting a residency preference? If yes, complete questions 1 through 5.   
If no, proceed to Block 4b.

(1) Type

(2) Is the residency preference area:

The same as the AFHMP housing/expanded housing market area as identified in Block 1e?

The same as the residency preference area of the local PHA in whose jurisdiction the project is located?

(3) What is the geographic area for the residency preference?

(4) What is the reason for having a residency preference?

(5) How do you plan to periodically evaluate your residency preference to ensure that it is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a)?

Complete and submit Worksheet 2 when requesting a residency preference (see also 24 CFR 5.655(c)(1)) for residency preference requirements. The requirements in 24 CFR 5.655(c)(1) will be used by HUD as guidelines for evaluating residency preferences consistent with the applicable HUD program requirements. See also HUD Occupancy Handbook (4350.3) Chapter 4, Section 4.6 for additional guidance on preferences.

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**4b. Proposed Marketing Activities: Community Contacts**

Complete and submit Worksheet 3 to describe your use of community contacts to market the project to those least likely to apply.

**4c. Proposed Marketing Activities: Methods of Advertising**

Complete and submit Worksheet 4 to describe your proposed methods of advertising that will be used to market to those least likely to apply. Attach copies of advertisements, radio and television scripts, Internet advertisements, websites, and brochures, etc.

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**5a. Fair Housing Poster**

The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Check below all locations where the Poster will be displayed.

☐ Rental Office    ☐ Real Estate Office    ☐ Model Unit    ☐ Other (specify)

**5b. Affirmative Fair Housing Marketing Plan**

The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check below all locations where the AFHMP will be made available.

☐ Rental Office    ☐ Real Estate Office    ☐ Model Unit    ☐ Other (specify)

**5c. Project Site Sign**

Project Site Signs, if any, must display in a conspicuous position the HUD approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Check below all locations where the Project Site Sign will be displayed. Please submit photos of Project signs.

☐ Rental Office    ☐ Real Estate Office    ☐ Model Unit    ☐ Entrance to Project    ☐ Other (specify)

The size of the Project Site Sign will be  x

The Equal Housing Opportunity logo or slogan or statement will be  x

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**6. Evaluation of Marketing Activities**

Explain the evaluation process you will use to determine whether your marketing activities have been successful in attracting individuals least likely to apply, how often you will make this determination, and how you will make decisions about future marketing based on the evaluation process.



**7a. Marketing Staff**

What staff positions are/will be responsible for affirmative marketing?

---

**7b. Staff Training and Assessment: AFHMP**

- (1) Has staff been trained on the AFHMP?
- (2) Has staff been instructed in writing and orally on non-discrimination and fair housing policies as required by 24 CFR 200.620(c)?
- (3) If yes, who provides instruction on the AFHMP and Fair Housing Act, and how frequently?

- (4) Do you periodically assess staff skills on the use of the AFHMP and the application of the Fair Housing Act?
- (5) If yes, how and how often?

---

**7c. Tenant Selection Training/Staff**

- (1) Has staff been trained on tenant selection in accordance with the project's occupancy policy, including any residency preferences?
- (2) What staff positions are/will be responsible for tenant selection?

---

**7d. Staff Instruction/Training:**

Describe AFHM/Fair Housing Act staff training, already provided or to be provided, to whom it was/will be provided, content of training, and the dates of past and anticipated training. Please include copies of any AFHM/Fair Housing staff training materials.

**8. Additional Considerations** Is there anything else you would like to tell us about your AFHMP to help ensure that your program is marketed to those least likely to apply for housing in your project? Please attach additional sheets, as needed.

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**9. Review and Update**

By signing this form, the applicant/respondent agrees to implement its AFHMP, and to review and update its AFHMP in accordance with the instructions to item 9 of this form in order to ensure continued compliance with HUD's Affirmative Fair Housing Marketing Regulations (see 24 CFR Part 200, Subpart M). I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (See 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Signature of person submitting this Plan & Date of Submission (mm/dd/yyyy)

Name (type or print)

--

Title & Name of Company

--

**For HUD-Office of Housing Use Only**

Reviewing Official:

**For HUD-Office of Fair Housing and Equal Opportunity Use Only**

☐ Approval

☐ Disapproval

Signature & Date (mm/dd/yyyy)

Signature & Date (mm/dd/yyyy)

Name  
(type  
or  
print)

--

Title

--

Name  
(type  
or  
print)

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Title

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Public reporting burden for this collection of information is estimated to average six (6) hours per initial response, and four (4) hours for updated plans, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget (OMB) control number.

**Purpose of Form:** All applicants for participation in FHA subsidized and unsubsidized multifamily housing programs with five or more units (see 24 CFR 200.615) must complete this Affirmative Fair Housing Marketing Plan (AFHMP) form as specified in 24 CFR 200.625, and in accordance with the requirements in 24 CFR 200.620. The purpose of this AFHMP is to help applicants offer equal housing opportunities regardless of race, color, national origin, religion, sex, familial status, or disability. The AFHMP helps owners/agents (respondents) effectively market the availability of housing opportunities to individuals of both minority and non-minority groups that are least likely to apply for occupancy. Affirmative fair housing marketing and planning should be part of all new construction, substantial rehabilitation, and existing project marketing and advertising activities.

An AFHM program, as specified in this Plan, shall be in effect for each multifamily project throughout the life of the mortgage (24 CFR 200.620(a)). The AFHMP, once approved by HUD, must be made available for public inspection at the sales or rental offices of the respondent (24 CFR 200.625) and may not be revised without HUD approval. This form contains no questions of a confidential nature.

**Applicability:** The form and worksheets must be completed and submitted by all FHA subsidized and unsubsidized multifamily housing program applicants.

#### **INSTRUCTIONS:**

**Send completed form and worksheets to your local HUD Office, Attention: Director, Office of Housing**

#### **Part 1: Applicant/Respondent and Project**

**Identification.** Blocks 1a, 1b, 1c, 1g, 1h, and 1i are self-explanatory.

Block 1d- Respondents may obtain the Census tract number from the U.S. Census Bureau (<http://factfinder2.census.gov/main.html>) when completing Worksheet One.

Block 1e- Respondents should identify both the housing market area and the expanded housing market area for their multifamily housing projects. Use abbreviations if necessary. A **housing market area** is the area from which a multifamily housing project owner/agent may reasonably expect to draw a substantial number of its tenants. This could be a county or Metropolitan Division. The U.S. Census Bureau provides a range of levels to draw from.

An **expanded housing market area** is a larger geographic area, such as a Metropolitan Division or a Metropolitan Statistical Area, which may provide additional demographic diversity in terms of race, color, national origin, religion, sex, familial status, or disability.

Block 1f- The applicant should complete this block only if a Managing Agent (the agent cannot be the applicant) is implementing the AFHMP.

#### **Part 2: Type of AFHMP**

Block 2a- Respondents should indicate the status of the AFHMP, i.e., initial or updated, as well as the date of the first approved AFHMP. Respondents should also provide the reason (s) for the current update, whether the update is based on the five-year review or due to significant changes in project or local demographics (See instructions for Part 9).

Block 2b- Respondents should identify all groups HUD has approved for occupancy in the subject project, in accordance with the contract, grant, etc.

Block 2c- Respondents should specify the date the project was/will be first occupied.

Block 2d- For new construction and substantial rehabilitation projects, advertising must begin at least 90 days prior to initial occupancy. In the case of existing projects, respondents should indicate whether the advertising will be used to fill existing vacancies, to place individuals on the project's waiting list, or to re-open a closed waiting list. Please indicate how many people are on the waiting list when advertising begins.



### **Part 3 Demographics and Marketing Area.**

"Least likely to apply" means that there is an identifiable presence of a specific demographic group in the housing market area, but members of that group are not likely to apply for the housing without targeted outreach, including marketing materials in other languages for limited English proficient individuals, and alternative formats for persons with disabilities. Reasons for not applying may include, but are not limited to, insufficient information about housing opportunities, language barriers, or transportation impediments.

Block 3a - Using Worksheet 1, the respondent should indicate the demographic composition of the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area. The applicable housing market area and expanded housing market area should be indicated in Block 1e. Compare groups within rows/across columns on Worksheet 1 to identify any under-represented group(s) relative to the surrounding housing market area and expanded housing market area, i.e., those group(s) "least likely to apply" for the housing without targeted outreach and marketing. If there is a particular group or subgroup with members of a protected class that has an identifiable presence in the housing market area, but is not included in Worksheet 1, please specify under "Other."

Respondents should use the most current demographic data from the U.S. Census or another official source such as a local government planning office. Please indicate the source of your data in Part 8 of this form.

Block 3b - Using the information from the completed Worksheet 1, respondents should identify the demographic group(s) least likely to apply for the housing without special outreach efforts by checking all that apply.

### **Part 4 - Marketing Program and Residency Preference (if any).**

Block 4a - A residency preference is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). Respondents should indicate whether a residency preference is being utilized, and if so, respondents should specify if it is new, revised, or continuing. If a respondent wishes to utilize a residency preference, it must state the preference area (and provide a map delineating the precise area) and state the reason for having such a preference. The respondent must ensure that the preference is in accordance with the non-discrimination and equal opportunity requirements in 24 CFR 5.105(a) (see 24 CFR 5.655(c)(1)).

Respondents should use Worksheet 2 to show how the percentage of the eligible population living or working in the residency preference area compares to that of residents of the project, project applicant data, census tract, housing market area, and expanded housing market area. The percentages would be the same as shown on completed Worksheet 1.

Block 4b - Using Worksheet 3, respondents should describe their use of community contacts to help market the project to those least likely to apply. This table should include the name of a contact person, his/her address, telephone number, previous experience working with the target population(s), the approximate date contact was/will be initiated, and the specific role the community contact will play in assisting with affirmative fair housing marketing or outreach.

Block 4c - Using Worksheet 4, respondents should describe their proposed method(s) of advertising to market to those least likely to apply. This table should identify each media option, the reason for choosing this media, and the language of the advertisement. Alternative format(s) that will be used to reach persons with disabilities, and logo(s) that will appear on the various materials (as well as their size) should be described.

**Please attach a copy of the advertising or marketing material.**

### **Part 5 - Availability of the Fair Housing Poster, AFHMP, and Project Site Sign.**

Block 5a - The Fair Housing Poster must be prominently displayed in all offices in which sale or rental activity takes place (24 CFR 200.620(e)). Respondents should indicate all locations where the Fair Housing Poster will be displayed.

Block 5b - The AFHMP must be available for public inspection at the sales or rental office (24 CFR 200.625). Check all of the locations where the AFHMP will be available.

Block 5c - The Project Site Sign must display in a conspicuous position the HUD-approved Equal Housing Opportunity logo, slogan, or statement (24 CFR 200.620(f)). Respondents should indicate where the Project Site Sign will be displayed, as well as the size of the Sign and the size of the logo, slogan, or statement. **Please submit photographs of project site signs.**



#### **Part 6 - Evaluation of Marketing Activities.**

Respondents should explain the evaluation process to be used to determine if they have been successful in attracting those individuals identified as least likely to apply. Respondents should also explain how they will make decisions about future marketing activities based on the evaluations.

#### **Part 7- Marketing Staff and Training.**

Block 7a - Respondents should identify staff positions that are/will be responsible for affirmative marketing.

Block 7b - Respondents should indicate whether staff has been trained on the AFHMP and Fair Housing Act.

Please indicate who provides the training and how frequently. In addition, respondents should specify whether they periodically assess staff members' skills in using the AFHMP and in applying the Fair Housing Act. They should state how often they assess employee skills and how they conduct the assessment.

Block 7c - Respondents should indicate whether staff has been trained on tenant selection in accordance with the project's occupancy policy, including residency preferences (if any). Respondents should also identify those staff positions that are/will be responsible for tenant selection.

Block 7d - Respondents should include copies of any written materials related to staff training, and identify the dates of past and anticipated training.

#### **Part 8 - Additional Considerations.**

Respondents should describe their efforts not previously mentioned that were/are planned to attract those individuals least likely to apply for the subject housing.

#### **Part 9 - Review and Update.**

By signing the respondent assumes responsibility for implementing the AFHMP. Respondents must review their AFHMP every five years or when the local Community Development jurisdiction's Consolidated Plan is updated, or when there are significant changes in the demographics of the project or the local housing market area. When reviewing the plan, the respondent should consider the current demographics of the housing market area to determine if there have been demographic changes in the population in terms of race, color, national origin, religion, sex, familial status, or disability. The respondent will then determine if the population least likely to apply for the housing is still the population identified in the AFHMP, whether the advertising and publicity cited in the current AFHMP are still appropriate, or whether advertising sources should be modified or expanded. Even if the demographics of the housing market area have not changed, the respondent should determine if the outreach currently being performed is reaching those it is intended to reach as measured by project occupancy and applicant data. If not, the AFHMP should be updated. The revised AFHMP must be submitted to HUD for approval. HUD may review whether the affirmative marketing is actually being performed in accordance with the AFHMP. If based on their review, respondents determine the AFHMP does not need to be revised, they should maintain a file documenting what was reviewed, what was found as a result of the review, and why no changes were required. HUD may review this documentation.

#### **Notification of Intent to Begin Marketing.**

No later than 90 days prior to the initiation of rental marketing activities, the respondent must submit notification of intent to begin marketing. The notification is required by the AFHMP Compliance Regulations (24 CFR 108.15). The Notification is submitted to the Office of Housing in the HUD Office servicing the locality in which the proposed housing will be located. Upon receipt of the Notification of Intent to Begin Marketing from the applicant, the monitoring office will review any previously approved plan and may schedule a pre-occupancy conference. Such conference will be held prior to initiation of sales/rental marketing activities. At this conference, the previously approved AFHMP will be reviewed with the applicant to determine if the plan, and/or its proposed implementation, requires modification prior to initiation of marketing in order to achieve the objectives of the AFHM regulation and the plan.

OMB approval of the AFHMP includes approval of this notification procedure as part of the AFHMP. The burden hours for such notification are included in the total designated for this AFHMP form.

**Worksheet 1: Determining Demographic Groups Least Likely to Apply for Housing Opportunities  
(See AFHMP, Block 3b)**

In the respective columns below, indicate the percentage of demographic groups among the project's residents, current project applicant data, census tract, housing market area, and expanded housing market area (See instructions to Block 1e). If you are a new construction or substantial rehabilitation project and do not have residents or project applicant data, only report information for census tract, housing market area, and expanded market area. The purpose of this information is to identify any under-representation of certain demographic groups in terms of race, color, national origin, religion, sex, familial status, or disability. If there is significant under-representation of any demographic group among project residents or current applicants in relation to the housing/expanded housing market area, then targeted outreach and marketing should be directed towards these individuals least likely to apply. Please indicate under-represented groups in Block 3b of the AFHMP. **Please attach maps showing both the housing market area and the expanded housing market area.**

Demographic Characteristics	Project's Residents	Project's Applicant Data	Census Tract	Housing Market Area	Expanded Housing Market Area
% White					
% Black or African American					
% Hispanic or Latino					
% Asian					
% American Indian or Alaskan Native					
% Native Hawaiian or Pacific Islander					
% Persons with Disabilities					
% Families with Children under the age of 18					
Other (specify)					

Worksheet 2: Establishing a Residency Preference Area (See AFHMP, Block 4a)

Complete this Worksheet if you wish to continue, revise, or add a residency preference, which is a preference for admission of persons who reside or work in a specified geographic area (see 24 CFR 5.655(c)(1)(ii)). If a residency preference is utilized, the preference must be in accordance with the non-discrimination and equal opportunity requirements contained in 24 CFR 5.105(a). This Worksheet will help show how the percentage of the population in the residency preference area compares to the demographics of the project's residents, applicant data, census tract, housing market area, and expanded housing market area. **Please attach a map clearly delineating the residency preference geographical area.**

Demographic Characteristics	Project's Residents (as determined in Worksheet 1)	Project's Applicant Data (as determined in Worksheet 1)	Census Tract (as determined in Worksheet 1)	Housing Market Area (as determined in Worksheet 1)	Expanded Housing Market Area (as determined in Worksheet 1)	Residency Preference Area (if applicable)
% White						
% Black or African American						
% Hispanic or Latino						
% Asian						
% American Indian or Alaskan Native						
% Native Hawaiian or Pacific Islander						
% Persons with Disabilities						
% Families with Children under the age of 18						
Other (specify)						

**Worksheet 3: Proposed Marketing Activities –Community Contacts (See AFHMP, Block 4b)**

For each targeted marketing population designated as least likely to apply in Block 3b, identify at least one community contact organization you will use to facilitate outreach to the particular population group. This could be a social service agency, religious body, advocacy group, community center, etc. State the names of contact persons, their addresses, their telephone numbers, their previous experience working with the target population, the approximate date contact was/will be initiated, and the specific role they will play in assisting with the affirmative fair housing marketing. Please attach additional pages if necessary.

Targeted Population(s)	Community Contact(s), including required information noted above.



**Worksheet 4: Proposed Marketing Activities – Methods of Advertising (See AFHMP, Block 4c)**

Complete the following table by identifying your targeted marketing population(s), as indicated in Block 3b, as well as the methods of advertising that will be used to market to that population. For each targeted population, state the means of advertising that you will use as applicable to that group and the reason for choosing this media. In each block, in addition to specifying the media that will be used (e.g., name of newspaper, television station, website, location of bulletin board, etc.) state any language(s) in which the material will be provided, identify any alternative format(s) to be used (e.g. Braille, large print, etc.), and specify the logo(s) (as well as size) that will appear on the various materials. Attach additional pages, if necessary, for further explanation. Please attach a copy of the advertising or marketing material.

<b>Targeted Population(s)→ Methods of Advertising ↓</b>	<b>Targeted Population:</b>	<b>Targeted Population:</b>	<b>Targeted Population:</b>
<b>Newspaper(s)</b>			
<b>Radio Station(s)</b>			
<b>TV Station(s)</b>			
<b>Electronic Media</b>			
<b>Bulletin Boards</b>			
<b>Brochures, Notices, Flyers</b>			
<b>Other (specify)</b>			

## EXHIBIT H – COST CONTROL REPORT/REIMBURSEMENT SUMMARY

COST CONTROL REPORT/REIMBURSEMENT SUMMARY						
Project Title: _____			Purchase Order No: _____			
Contact Person: _____			THIS INVOICE INCLUDES: <input checked="checked" type="checkbox"/> HOME <input type="checkbox"/> CDBG-D			
Address: _____						
Telephone: _____						
E-Mail Address: _____			INVOICE NUMBER: _____			
Alternate Contact Name: _____ Ext. _____			Supplemental: <input type="checkbox"/> Y (X in box if "yes")			
Invoice #:						
EXPENDITURE REPORT – PROGRAM CATEGORIES						
Program:	Program Budget (CSD Share)	As of Last Month Cumulative Expenses	This Month	YTD	% of CSD Share	Budget Balance
Acquisition	-			0.00	0%	0.00
Construction	500,000.00			0.00	0%	500,000.00
General Soft Costs	-			0.00	0%	0.00
Construction Financing	-			0.00	0%	0.00
Permanent Financing	1,385,135.00			0.00	0%	1,385,135.00
Syndication				0.00	0%	0.00
Reserves				0.00	0%	0.00
Developer Fees				0.00	0%	0.00
				0.00	0%	
TOTAL	\$1,885,135.00	\$0.00	\$0.00	\$0.00	0%	\$1,885,135.00
RECAP OF MATCHING FUNDS REQUIREMENTS						
Match Funds	Committed Amount	This Month	Previous Months	YTD	Matched %	Amount Left to Meet Match Obligation
	\$318,998.00	\$0.00	\$0.00	\$0.00	0%	\$318,998.00
						\$0.00
						\$0.00
Also, I (we) certify that the above information accurately reflects the costs and records of this subrecipient or contractor and were prepared in accordance with the terms of agreement with Harris County.						
Prepared By: Signature _____			Authorized Officer: Signature _____			
Prepared By: Full Name _____			Authorized Officer: Full Name _____			
Date _____			Date _____			
<b>For HCCSD Use Only:</b> <div style="display: flex; justify-content: space-between;"> <div>           _____            _____            _____         </div> <div>           GM Review            Finance Review            Completed Review         </div> </div>						
Comments: <b>***Note: All supporting documentation related to this claim is available within the files of the subrecipient and/or CSD; as per this invoice's related contract. Additionally, such documentation will be made available at the request of the County Auditor's Office or CSD.</b>						

**EXHIBIT I**  
**REGULATORY AGREEMENT**  
**and**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**

**THE STATE OF TEXAS       §**  
**§**  
**COUNTY OF HARRIS       §**

A. WHEREAS, **Harris County Resources for Children and Adults**, a Department of Grantee, herein called "**Subrecipient**," has received Community Development Block Grant Disaster Recovery (CDBG-DR) funds (the "CDBG-DR Funds") funds from the Texas General Land Office (GLO) and the United States Department of Housing and Urban Development (HUD) pursuant to an Agreement among Harris County, herein called "Grantee", and the Subrecipient;

B. WHEREAS, the Subrecipient desires and intends to utilize said grant for the purpose of acquisition and construction of the **HAY Center Project**, a new 50-unit permanent supportive housing project for homeless youth/youth aging out of foster care with wraparound supportive services on site, located on the real property described in **Exhibit "I"**, attached hereto and incorporated herein for all purposes (the "**Property**").

C. WHEREAS, the Grantees and Subrecipient entered into the Agreement, which, in part, governs the manner in which Harris County administers the CDBG-DR Program funding for the Project in a manner consistent with any standards required as a condition of providing these funds. The Project shall include the acquisition and new construction of HAY Center, 50-unit permanent supportive housing project for homeless youth/youth aging out of foster care with wraparound supportive services on site, which is an eligible activity under the rules and regulations regarding CDBG Program grant funds; (hereinafter, the "**Project**").

D. WHEREAS, the Grantees and Subrecipient entered into an Agreement on April 27, 2021 to administer a CDBG-DR Program funding a Project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such a project includes the acquisition and new construction of the Project. The proposed project is located at 3131 Gulf Freeway, Houston, Texas 77003, Precinct 1.

E. WHEREAS, Harris County has required the Subrecipient to: (1) formally encumber the Property by filing this Regulatory Agreement and Declaration of Covenants and Restrictions (this "**Declaration**") of record in the Real Property Records of Harris County, Texas; and (2) expressly agree: (a) that a number of units be set aside at the Property for the benefit of CDBG-DR income-eligible chronically homeless Harris County residents, as required by the Agreement; and (b) that the rent to be charged for such units so set aside shall be subject to the rent limitations as set forth in the Agreement.



Subrecipient must maintain a minimum of 50 **Floating** CDBG-DR assisted rental units (Seven, Zero-Bedroom Efficiency - 60% of Low HOME), (Ten, Zero-Bedroom Efficiency - Low HOME), and (Twenty-Eight, Zero-Bedroom Efficiency - High HOME); and (One, 1-Bedroom - 60% of Low HOME), (Two, 1-Bedroom - Low HOME), and (Two, 1-Bedroom - High HOME) at the Project; all of which must be occupied by income-eligible homeless residents earning 80 percent or less of Median Family Income (MFI) according to the High and Low HOME rents published annually by HUD (24 C.F.R. §92.252), and CDBG-DR RFP/RFA application requirements, for a period no less than twenty (20) years from the date of Project Completion (as defined in the Agreement). The 50 **Floating** units (described in the table below) will be, for the duration of the Affordability Period, subject to the terms set forth in this Declaration. Subrecipient must utilize the Allowances for Tenant-Furnished Utilities and Other Services approved annually by HCCSD.

Percentage of Median Family Income (MFI)	No. of Affordable Zero (0)-Bedroom Efficiency Units Set Aside for 20-Year Affordability Period	No. of Affordable One (1)-Bedroom Units Set Aside for 20-Year Affordability Period	Applicable Rent for Total by Income Category (Rents Shall Not Exceed)
Extremely Low-income households (30% or less) 24 C.F.R. §92.252	7	1	8 units at 60% of Low HOME Rent
Very Low-income households (50% or less) 24 C.F.R. §92.252	10	2	12 units at Low HOME Rent
Low-income households (80% or less) 24 C.F.R. §92.252	28	2	30 units at High HOME Rent
<b>Total Number of Units</b>	<b>45</b>	<b>5</b>	<b>50</b>

NOW, THEREFORE, the undersigned, for good and valuable consideration, hereby acknowledges and declares as follows:

1. The obligations of the Subrecipient under the Agreement are hereby acknowledged and affirmed as covenants and restrictions running with the Property that shall be binding on any subsequent Owner of the Property so long as these restrictive covenants are in effect.
2. The purpose of the Subrecipient's utilization of said funds is for acquisition and new construction of HAY Center (the "Project"), a 50-unit permanent supportive housing project for homeless youth/youth aging out of foster care on site and maintain Control of the Project at the completion of construction.

Subrecipient must maintain a minimum of **50 Floating** CDBG-DR-assisted rental units at the Project in the numbers described in the table above and made a part of it for all purposes, which must be occupied by income-eligible homeless residents pursuant to the Agreement earning 80 percent or less of Median Family Income (MFI) according to the High and Low HOME rents published annually by HUD (24 C.F.R. §92.252) for a period no less than twenty (20) years from the date of Project Completion. Subrecipient must utilize the Allowances for Tenant-Furnished Utilities and Other Services approved annually by HCCSD.

3. The rent charged and to be charged for the units described in Paragraph 2 above must be affordable rent and shall be subject to the limitations on the amount of rent that may be

charged as set forth in 24 C.F.R. §570.208 (a)(3), as same may be amended from time to time.

4. These restrictions and covenants shall be covenants running with the land and will be binding upon any subsequent owner of the Property. These restrictions and covenants will automatically expire, if not sooner released by Harris County by instrument recorded in the Real Property Records of Harris County, Texas, at the expiration of the twenty (20) year Affordability Period as set forth in 24 C.F.R. §92.254(a)(4), which said Affordability Period shall commence upon Project Completion as described in the Agreement.
5. These restrictive covenants may be enforced by legal action filed by Harris County.

EXECUTED this 21<sup>st</sup> day and April month of 2021,

Harris County Resources for Children and Adults

By: Joel Levine  
Joel Levine, Executive Director

STATE OF TEXAS

§

COUNTY OF HARRIS

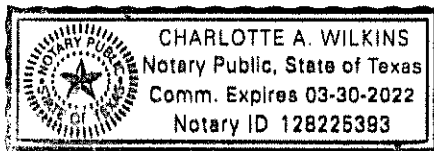
§

§

This instrument was acknowledged before me on this 21 day of April, 2021 by  
Joel Levine, Executive Director of Harris County Resources for Children and Adults.

[SEAL]

Charlotte A. Wilkins  
Notary Public, State of Texas



Accepted by:

**APPROVED AS TO FORM:**

CHRISTIAN D. MENELEE  
County Attorney

**HARRIS COUNTY**

By:

RANDY KEENAN  
Assistant County Attorney  
CA File No.: 20GEN1903

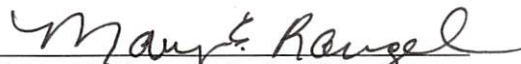
By:

  
ADRIENNE M. HOLLOWAY, Ph.D.,  
Executive Director, Community Services  
Department

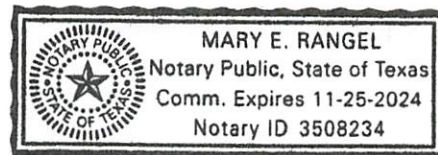
STATE OF TEXAS  
COUNTY OF HARRIS

**ACKNOWLEDGEMENT**

This instrument was acknowledged before me on April 26, 2021 by Adrienne M. Holloway, Ph.D., Executive Director of Community Services Department, a Department of Harris County, a body corporate and politic under the laws of the State of Texas, as the act and deed of Harris County as authorized by order of the Commissioners Court of Harris County.

  
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:  
Harris County Community Services Department  
8410 Lantern Point Drive  
Houston, Texas 77054



## Exhibit A

### LEGAL DESCRIPTION

EXHIBIT A, PAGE 1 OF 3 PAGES

County: Harris  
Project: 145 @ Velasco St  
M&B No: 21-010  
CS Job No: 18001

### METES AND BOUNDS DESCRIPTION OF 3.268 ACRES

Being a tract of land containing 3.268 acres (142,354 square feet), located in the Henry Tierwester 1/4 League, Abstract Number 75, in Harris County, Texas; Said 3.268 acres being out of a called 3.9092 acre tract of land recorded in the name of Caspian Enterprises, Inc. in Harris County Clerk's File (H.C.C.F.) Number X296327 and Lot 11 of Cummings West Side Addition per H.C.C.F. Numbers 20070187047 and 20070187050 (Tract 2) and out of a called 3.0634 tract of land recorded in the name of Caspian Enterprises, Inc. in H.C.C.F. Number Y216495 (Tract 3); Said 3.268 acre tract being more particularly described by metes and bounds as follows (all bearings are referenced to the Texas Coordinate System of 1983, South Central Zone):

**BEGINNING**, at a 5/8-inch capped iron rod found at the most southerly corner of said Tract 2 at the northwest intersection of Interstate 45 (Gulf Freeway) (variable width per Texas Department of Transportation Map 1-45-1(53)46, Sheet No. 17) and Velasco Street (one hundred feet wide per H.C.C.F. No. Y816539) for the most southerly corner of the herein described tract;

**THENCE**, with the southwesterly line of said Tract 2 and the northeasterly Right-of-Way (R.O.W.) line of said Gulf Freeway, the following three (3) courses;

1. North 55° 45' 48" West, a distance of 224.46 feet to a 5/8-inch iron rod found at an angle point;
2. North 57° 31' 39" West, a distance of 17.40 feet to a 5/8-inch capped iron rod found at an angle point;
3. North 60° 47' 57" West, a distance of 42.50 feet to a 5/8-inch iron rod set for the most westerly corner of the herein described tract, from which a 5/8-inch iron rod found for an angle point in said northeasterly R.O.W. line bears North 60° 47' 57" West, a distance of 51.87 feet;

**THENCE**, North 32° 56' 14" East, through and across said Tract 2, at 175.44 feet pass a 5/8-inch capped iron rod found for the southeast corner of a called 0.9241 acre tract of land recorded in the name of Caspian Enterprises, Inc. in H.C.C.F. Number 20120216124 (Tract 1) and continuing with the east line of said Tract 1 an overall distance of 280.17 feet to a 5/8-inch iron rod found for the most easterly corner of said Tract 1 on the southwesterly line of Elite Townhomes LLC, a subdivision recorded in Film Code Number 674029, of the Harris County Map Records (H. C. M. R.);

**THENCE**, South 71° 48' 03" East, with a line common to said Tract 2 and said Elite Townhomes LLC, a distance of 73.83 feet to a 5/8-inch capped iron rod found at the southeast corner of said Elite Townhomes LLC;

**THENCE**, North 23° 45' 59" East, with a westerly line of said Tract 2 and an easterly line of said Elite Townhomes LLC, a distance of 50.33 feet to a 1-inch iron rod found at an angle point;

**THENCE**, North 26° 53' 16" East, with a westerly line of said Tract 2, a westerly line of said Tract 3 and an easterly line of said Elite Townhomes LLC, at 134.18 feet pass a 5/8-inch capped iron rod found at the most northerly corner of said Tract 2 and the most southerly west corner of said Tract 3 and continuing an overall distance of 156.65 feet to a 5/8-inch iron rod set for the most northerly corner of the herein described tract, from which a 5/8-inch capped iron rod found for the most easterly corner of said Elite Townhomes LLC, bears North 26° 53' 16" East, a distance of 42.08 feet;

**THENCE**, South 56° 59' 46" East, through and across said Tracts 2 and 3, a distance of 237.93 feet to a 5/8-inch capped iron rod set on the southeasterly line of said Tract 2 and the northwesterly line of said Velasco Street, from which a 5/8-inch capped iron rod found at the northeast corner of said Tract 3 at the southwest intersection of said Velasco Street and Leeland Street (eighty feet wide) bears North 33° 00' 14" West, a distance of 443.10 feet;

**THENCE**, South 33° 00' 14" West, with the southeasterly line of said Tract 3 and the northwesterly R.O.W. line of said Velasco Street, a distance of 506.32 feet to the POINT OF BEGINNING and containing 3.268 acres (142,354 square feet) of land.

A Land Title Survey of the herein described tract was prepared in conjunction with and accompanies this description.



Michael Hall, R.P.L.S.  
Texas Registration Number 5765



CIVIL-SURV LAND SURVEYING, LC  
PH: (713) 839-9181  
January 21, 2021



## EXHIBIT J

### 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 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 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENT shall certify and disclose accordingly.

This certification is 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

Covered Action: \_\_\_\_\_  
(Program, Project or Activity)



**EXHIBIT K**  
**EQUAL OPPORTUNITY**  
**IS THE LAW**

The SUBRECIPIENT is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in programs regardless of funding source.

If you think that you have been subjected to discrimination under a CDBG, ESG, or HOME -funded program or activity, you may file a complaint with Harris County Community Services Department (Grantee) within 180 days from the date of the alleged violation with the Equal Opportunity Officer (or the person designated for this purpose).

If you elect to file your complaint with the SUBRECIPIENT you must wait until the SUBRECIPIENT issues a decision or until 90 days have passed, whichever is sooner. If SUBRECIPIENT has not provided you with a written decision within 90 days of the filing of the complaint, you need not wait for a decision to be issued but may file a complaint with Grantee within 30 days of the expiration of the 90-day period. If you are dissatisfied with the SUBRECIPIENT's resolution of your complaint, you may file a complaint with Grantee. Such complaint must be filed within 30 days of the date you received notice of the SUBRECIPIENT's proposed resolution.

**FAIR HOUSING COMPLAINTS**

Grantee Contact:  
Adrienne M. Holloway, Executive Director  
Harris County Community Services Department (HCCSD)  
Attn: Linda Hudson, Grievance/Compliance Officer  
Harris County Community Services Department  
Housing Resource Center  
8410 Lantern Point Drive  
Houston, Texas 77054  
Telephone: (832) 927-4700  
TDD: (713) 695-2395

**EXHIBIT L**  
**GRIEVANCE INFORMATION FORM**

PLEASE PRINT OR TYPE ALL INFORMATION

- I. Complainant: Please provide the following information concerning the person or organization filing the complaint.

Social Security Number: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Name: \_\_\_\_\_ Telephone Number(s): \_\_\_\_\_

Address: \_\_\_\_\_

Home \_\_\_\_\_

Work: \_\_\_\_\_

- II. Action Complained of: Please describe in detail the action(s) that you are complaining about. (Attach additional pages if necessary)

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Do you believe that your complaint involves a violation of the CDBG regulations, the CDBG grant or other agreement under the Housing and Community Development Act?    ☐ Yes    ☐ No

If yes, please reference the provision(s) violated:

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- III. Respondent(s): Please name the person(s) or organization(s) that you believe to be responsible for the action(s) that you complained about:

Name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

---

Explain how each Respondent is responsible for the action(s) that you are complaining about: (attach additional pages if necessary)

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\_\_\_\_\_  
Complainant's Signature

\_\_\_\_\_  
Date

**EXHIBIT M  
CONFLICT OF INTEREST**

**All Applicants**

The standards in 2 CFR §200.112 provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an 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 selection for an award.

**CDBG and HOME Applicants Only**

The CDBG regulations at 24 CFR §570.611 and HCCSD regulations provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or SUBRECIPIENT that is receiving CDBG-DR funds and (1) who exercises or has exercised any functions or responsibilities with respect to activities assisted with CDBG-DR funds; or (2) who is in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain a financial interest or financial benefit from a CDBG-assisted activity, or have an financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have an immediate family ties or business ties, during their tenure or for one (1) year thereafter.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

<input type="checkbox"/>	I certify that no conflict of interest exists between Harris County and  _____ (Name of Organization)
<input type="checkbox"/>	I certify that no conflict of interest exists between the subcontractors of and  _____ (Name of Organization)
IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:	
<input type="checkbox"/>	I certify that a conflict of interest does exist between Harris County and  _____ (Name of Organization)
<input type="checkbox"/>	I certify that a conflict of interest does exist between  _____ and (Name of subcontractor)  _____ (Name of Organization)

Describe the nature of the conflict of interest below: (Please identify the individual, employment, and the conflict or potential conflict [their affiliation with your organization]).

Signature of Authorized Agency Official	Date
Typed Name and Title	

## EXHIBIT N - CONFLICT OF INTEREST DISCLOSURE STATEMENT

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>(Instructions for completing and filing this form are provided on the next page.)</p>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 5px; min-height: 150px;"> <p>Date Received</p> </div>
<b>1</b>	<b>Name of Local Government Officer</b>	
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.</b>	
<b>5</b>	<b>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</b>	
	<p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>	
<b>6</b>	<div> <div style="display: flex; justify-content: space-between;"> <div> <b>AFFIDAVIT</b> </div> <div> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> </div> </div> <div style="text-align: right; margin-top: 20px;"> <p>_____</p> <p>Signature of Local Government Officer</p> </div> <div style="margin-top: 20px;"> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> </div> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <p>_____ Signature of officer administering oath</p> </div> <div> <p>_____ Printed name of officer administering oath</p> </div> <div> <p>_____ Title of officer administering oath</p> </div> </div> </div>	

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

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

\*\*\*

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



## EXHIBIT O

### CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<div style="border: 1px solid black; padding: 2px;"> <b>1</b> Name of vendor who has a business relationship with local governmental entity.                     </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)                     </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>3</b> Name of local government officer about whom the information is being disclosed.                     </div> <div style="text-align: center; margin-top: 10px;"> <hr style="width: 50%; margin: 0 auto;"/>                     Name of Officer                 </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.                     </div> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 5px;"> <span><input type="checkbox"/> Yes</span> <span><input type="checkbox"/> No</span> </div> </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.                     </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).                     </div>		
<div style="border: 1px solid black; padding: 2px;"> <b>7</b> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 60%;"> <hr style="width: 100%; margin: 0;"/>                     Signature of vendor doing business with the governmental entity                 </div> <div style="width: 35%;"> <hr style="width: 100%; margin: 0;"/>                     Date                 </div> </div>		

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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



**EXHIBIT P**  
**LEAD-SAFE HOUSING RULE – APPLICABILITY FORM**

**Address/location of the subject property:**

---

**Regulation Eligibility Statements (check all that apply):**

\_\_\_\_\_ Property is receiving federal funds.

\_\_\_\_\_ Unit was built prior to 1978.

Note: If both Eligibility Statements above have been checked, continue with the Exemption Statements below. Otherwise, the regulations do not apply, sign and date the form.

**Regulation Exemption Statements [24 CFR 35.115] (check all that apply)**

\_\_\_\_\_ Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

\_\_\_\_\_ The property will not be used for human residential habitation. This *does not* apply to common areas such as hallways and stairways of residential and mixed-use properties.

\_\_\_\_\_ Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age *will not* reside in the dwelling unit.

\_\_\_\_\_ An inspection performed according to HUD standards found the property contained no lead-based paint.

\_\_\_\_\_ According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

\_\_\_\_\_ The rehabilitation will not disturb any painted surface.

\_\_\_\_\_ The property has no bedrooms.

\_\_\_\_\_ The property is currently vacant and will remain vacant until demolition.

If any of the above Exemption Statements have been checked, the Regulation does not apply. In all cases, sign and date the form.

I, \_\_\_\_\_, certify that the information listed above is true and accurate to the best of my knowledge.

---

Signature

---

Date

---

Organization

## EXHIBIT Q

### LEASE ADDENDUM



**Tenant Name:**

**Unit:**

This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

- A. **Purpose of the Addendum:** This lease for the above-referenced unit is being amended to include the provisions of this addendum because Federal Funds were utilized under a CDBG/HOME Assistance Program with the Harris County Community Services Department (HCCSD).
- B. **Conflict with Other Provisions of the Lease:** In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.
- C. **Prohibited Lease Provision:** Any portion of the Lease which falls within the classifications below shall not apply and not be enforced by the Landlord.
- (1) *Confession of Judgment:* Consent by the Tenant to be sued, to admit guilt, or to a Judgment in favor of the landlord in a lawsuit brought in connection with the Lease.
  - (2) *Treatment of Property:* Agreement by the Tenant that the Landlord may take or hold the Tenant's property, or may sell such property, without notice to the Tenant and a court decision on the rights of the parties.
  - (3) *Excusing the Landlord from Responsibility:* Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.
  - (4) *Waiver of Legal Notice:* Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the tenant.
  - (5) *Waiver of Court Proceedings for Eviction:* Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceeding in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.
  - (6) *Waiver of Jury Trial:* Authorization to the Landlord to waive the Tenant's right to a trial by jury.
  - (7) *Waiver of Right to Appeal Court Decision:* Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.
  - (8) *Tenant Chargeable with Cost of Legal Actions regardless of Outcome of the Lawsuit:* Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.
  - (9) *Mandatory supportive services.* Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

TENANT SIGNATURES	LANDLORD SIGNATURES
Tenant Name:	Name:
Signature and Date:	Signature:
Tenant Name:	Date:
Signature and Date:	



### Instructions for Completing the Rental Housing Project Compliance Monthly and Quarterly Report

1. Project Name: Enter the name of the housing complex.
2. Project Number: *To be completed by Harris County Community Services Department (HCCSD).*
3. Address: Enter the full address of the property.
4. Reporting Period: If during lease-up, indicate monthly reporting period. Otherwise indicate the appropriate Quarter.
5. Quarterly submittal: Indicate the appropriate Quarter.
6. No. of Units: Indicate the total number of units of the housing complex.
7. No. of HOME units: Indicate the total number of HOME-assisted units.
8. HOME Rent Units: Indicate the total of number LOW and HIGH HOME-assisted units.
9. Unit #: Enter the unit number for the HOME-assisted unit.
10. L or H: Enter L or H to indicate whether Low or High HOME Rent unit.
11. % of Median Income: Indicate the percentage of the Median Income (see code on the report).
12. Tenant Name: Enter the full name of the tenant.
13. Type of HH: Enter the type(s) of Household (see code on the report). Household may have more than (1) type
14. Ethnicity: Indicate Y or N for Hispanic.
15. Race: Indicate the code of the race (see code on the report)
16. #Persons: Enter the number of persons in the household: 1,2,3,4,5,6,7, 8 or more persons at the time of tenant application.
17. #Bedrooms: Enter 0 for single room occupancy (SRO) unit or for efficiency unit, 1 for 1 bedroom, 2 for 2 bedrooms, 3 for 3 bedrooms, 4 for 4 bedrooms, and 5 for 5 or more bedrooms.

### Initial Occupancy

18. Date: Enter the lease date.
19. Utility Allowance: Enter the utility allowance at the time of initial occupancy.
20. Tenant Payment Amount: Enter the amount the tenant pays for the rent.
21. Rent: Enter the maximum monthly rent amount at the time of initial occupancy.
22. Annual Gross Income: Enter the monthly gross household income at the time of initial occupancy.
23. Lease Addendum: Indicate Y or N if the tenant has completed a Lease Addendum.
24. HQS Inspection Date: Enter the date that HCIS performed initial unit inspection.

**Instructions for Completing the Rental Housing Project Compliance Monthly and Quarterly Report  
Re-certification (most recent first)**

Enter the appropriate information for all dates of re-certification; utilize, as many lines as needed to complete this information.

- |                               |   |
|-------------------------------|---|
| 25. Date:                     | Enter the recertification date.   |
| 26. Utility Allowance:        | Enter the utility allowance at the time of re-certification.                    |
| 27. Tenant Payment Amount:    | Enter the amount the tenant pays for the rent.                                  |
| 28. Rent:                     | Enter the maximum monthly rent amount at the time of re-certification.          |
| 29. Annual Gross Income:      | Enter the total monthly gross household income at the time of re-certification. |
| 30. Lease Addendum:           | Indicate Y or N if the tenant file has Lease Addendum from HCCSD.               |
| 31. Property Inspection Date: | Enter date property management performed unit inspection.                       |
| 32. HQS Date:                 | Enter date HCIS performed unit inspection.                                      |
| 33. Date Submitted:           | Enter the date this report was submitted to HCCSD                               |
| 34. Submitted by:             | Enter the name of the person submitting the report.                             |
| 35. Reviewed:                 | <i>To be completed by HCCSD project monitor.</i>                                |
- \* Move-Out For Each  
Vacated Assisted Unit**      **Complete the Occupancy Information plus the following:  
Move-Out Date: \_\_\_\_\_**

## EXHIBIT S

### SECTION 504 SURVEY & SECTION 504 TRANSITION PLAN FORMAT

When answering the following questions, check whatever statements apply to your agency and list any additional steps taken under "Other." The statements listed are some of the most common actions or procedures taken by agencies and are only listed to simplify the evaluation process.

#### Part I (to be completed by all subrecipients)

##### A. Notification/Communication

##### 1. What steps have been taken to make certain that all beneficiaries and employees are aware of their rights under Section 504? (Mark all that apply)

\_\_\_\_\_ Policy statement regarding Equal Employment Opportunity is posted in a prominent place for public notice

\_\_\_\_\_ It is our policy to discuss information concerning Section 504 during all employment interviews and to answer questions concerning applicant and employee rights.

\_\_\_\_\_ An EEO/Affirmative Action Specialist is available to offer consultation to applicants for employment

\_\_\_\_\_ Public notices about meetings, hearing, etc. include a statement regarding accommodations for disabled can be made upon request

\_\_\_\_\_ Other

Explain:

Describe any policy that needs to be established as a result of this review:

##### 2. How does your organization ensure that communication with disabled applicants, participants and members of the public are as effective as communications with non-disabled individuals?

a. For any written materials produced on a program or service, indicate whether the following alternative formats are provided: (mark all that apply)

☐ Audiotape   ☐ Braille   ☐ Reader   ☐ Aide   ☐ Mailed to home   ☐ Large print format   ☐ Interpreter

☐ Other (Explain):

b. How would a disabled learn about auxiliary aids and services, and how could they request such assistance from you?

c. How will you ensure that meetings, hearings, and conferences are accessible for individuals with communication disabilities?

d. Do you currently offer TDD (telecommunication device for the disabled) access within your communication system?

e. Is 911 or E-911 emergency service offered within your jurisdiction? If so, is there a TDD connected to your system?

f. Do you have a toll-free number to access services and programs? If so, is it usable by persons with hearing impairments?

g. Do you have any public telephones within your facilities? If so, is at least one phone hearing aid compatible?

h. If you determine that equally effective communication cannot be provided, please state why the service, program or activity would be fundamentally altered or result in undue financial and administrative burdens?

Describe alternative actions that will be taken to provide the benefits or services to the maximum extent possible.

**3. Are procedures in place to ensure that appropriate initial and continuing steps to notify participants, beneficiaries, applicants, etc. that you do not discriminate on the basis of disability are taken?** ☐ Yes ☐ No

**If yes, which actions apply: (mark all that apply)**

\_\_\_\_\_ Public notice issued which contains a non-discrimination on the basis of disability statement.

\_\_\_\_\_ Agency letterhead has TDD# listed.

\_\_\_\_\_ Agency business cards have TDD# listed.

Policy statement regarding non-discrimination on the basis of disability is posted in conspicuous places.

Other:

**Explain:**



## B. Policies and Procedures

### 1. In the area of employment, can you ensure that no discrimination based on disability exists in your agency in the area of:

Recruitment/advertising and the application process for employment? ☐ Yes ☐ No

Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring? ☐ Yes ☐ No

Rates of pay or any other form of compensation and changes in compensation? ☐ Yes ☐ No

Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists? ☐ Yes ☐ No

Leaves of absence, sick leave, or any other leave? ☐ Yes ☐ No

Selection of financial support for training, including apprenticeships, professional meetings, conferences and other related activities, and selection for leaves of absence to pursue training? ☐ Yes ☐ No

Employer-sponsored activities, including social and recreational programs? ☐ Yes ☐ No

Any other term, condition or privilege of employment? ☐ Yes ☐ No

### 2. What policies, procedures, or modifications have been taken to ensure that no qualified disabled person is denied the opportunity to participate in or benefit from services because of his/her disability and all qualified disabled persons are afforded opportunities to participate in or benefit from services provided to non-disabled persons:

☐ There is a policy in place to assure that appropriate assistance can be made available upon request.

☐ Application procedures have been developed for disabled individuals requiring special accommodations.

☐ Physical accommodations have been made to accommodate disabled persons (water fountains, elevator buttons, pay phones, bathrooms, etc.)

☐ Other:

Are these policies written? ☐ Yes ☐ No

If no, what actions are taken to ensure that they are maintained?



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**3. Identify any program qualifications, eligibility, admission requirements, or licensing standards that an individual must meet that might negatively affect individuals with disabilities. For each item answered that appears to have a negative effect, describe action(s) planned to reduce or eliminate the disparate impact.**

a. Do you currently provide a qualified disabled individual the opportunity to participate in, or benefit from, the aid, benefit, or service you provide? Examples, might include accessibility to the spectator seating area at a city's baseball field, or the rodeo arena at the county fairgrounds.

b. Do you provide opportunities for participation or benefit to the disabled, equal to opportunities afforded the population at large? ☐ Yes ☐ No

c. Do you avoid providing different or separate aids, benefits, or services to a qualified individual with a disability unless proven necessary to make them as effective as the aids, benefits or services provided to others? ☐ Yes ☐ No

d. Do you allow qualified disabled individuals a full opportunity to participate in all local policy planning or advisory boards? This includes providing reasonable accommodations in the scheduling of time and/or location of meetings, use of auxiliary aids including guide dogs, etc.

☐ Yes ☐ No

**4. Describe procedures established to ensure that no disabled person will be discriminated against as a result of methods of administration or through direct or contractual arrangements with your agency.**

\_\_\_\_\_ All contractors and subcontractors are made aware of Section 504 requirements and appropriate training is offered.

\_\_\_\_\_ Language is included in agency contracts that ensures that contractors take steps to facilitate the participation of qualified individuals with disabilities in the activity they operate on behalf of the agency.

\_\_\_\_\_ During monitoring, contractor's/subcontractor's policies are reviewed for compliance with Section 504 requirements.

Other

Explain:

### C. Program Accessibility

**NOTE:** One of the most effective approaches to examining service and program accessibility is to conduct a "client path analysis." This analysis is simply a walk-through of the process needed for a citizen to participate in a service your agency provides. There are generally two aspects to the analysis: (a) analysis of the physical path traveled, and (b) analysis of the administrative requirements of the service delivery, (i.e. eligibility criteria, application procedures).

**1. Are all qualified disabled persons given the opportunity to participate in or benefit from services or activities that your organization offers?**

☐ Yes ☐ No

**2. Check all actions that apply to your organization's policies on program accessibility:**

☐ Employment Practices

☐ Common areas (bathrooms, hallways, doors, meeting rooms, etc.) are accessible

☐ Telecommunication Device for the Deaf (TDD) is available and advertised

☐ All material relating to agency and services it provides can be made available in other formats (i.e. Braille, audiotape, etc.) upon request and public is aware that this service is available.

☐ Public meetings are held in areas that are accessible.

☐ Other

Explain:

**3. Are any structural changes needed to make programs accessible?**

☐ Yes ☐ No

If yes, describe:

Describe alternatives to structural changes that have been used or considered (e.g. rescheduling or relocating activities, redesigning of equipment) in order to achieve program accessibility.

**4. If the agency undertakes acquisition, rehabilitation, or construction of facilities with federal funds, is there a policy in place that ensures that such facilities will be accessible for persons with disabilities? (Carried out in accordance with the Uniform Federal Accessibility Standards (UFAS):**

☐ Yes    ☐ No

**5. Describe any other policies, practices, or methods your agency has developed to include disabled persons in its programs and activities:**

**D. Emergency Evacuation**

**1. Describe how your agency notifies employees and members of the public of an emergency.**

**2. Are adequate policies/methods in place to ensure that individuals with disabilities can be accommodated in the event of an emergency?**

☐ Yes    ☐ No

**Please describe your policies and methods:**

**Part II (to be completed by subrecipients with 15 or more employees)**

**1. Do you have a written policy regarding non-discrimination on the basis of disability that is in compliance with HUD requirements?** ☐ Yes ☐ No

If you answered No to this question, you may contact HCCSD offices for a sample policy.

**2. Does your Notice of Nondiscrimination include the following?**

- a. Contact information for your 504/ADA coordinator ☐ Yes ☐ No
- b. How to request auxiliary aids or other services ☐ Yes ☐ No
- c. That alternative formats are available ☐ Yes ☐ No
- d. That a complaint grievance procedure has been adopted ☐ Yes ☐ No

**3. Do you have a grievance procedure?** ☐ Yes ☐ No

If you answered No, then you must adopt one for compliance with Section 504. If you answered Yes, does it include the following:

- a. A statement allowing an individual to submit a grievance in alternative formats. ☐ Yes ☐ No
- b. A time limit for filing a grievance ☐ Yes ☐ No
- c. Information on how to also file a complaint through the appropriate local, State or Federal agencies. ☐ Yes ☐ No

**4. Who in your agency has been designated to coordinate grievance procedures?**

**5. Who is responsible for coordinating the agency's Section 504 responsibilities?**

**Part III Consultation (to be completed by all subrecipients)**

**What steps have been taken to consult with interested persons, including disabled persons or organizations representing disabled persons, in achieving compliance with Section 504? (Mark all that apply)**

<input type="checkbox"/>	Disabled staff within agency consulted
Name of person(s) consulted and date of consultation:	
<input type="checkbox"/>	Disabled program participants or beneficiaries consulted.
Name of person(s) consulted and date of consultation:	
<input type="checkbox"/>	Organization(s) representing disabled persons consulted
Name of organization(s) and date(s) consulted:	

Describe any alterations that need to be made within facilities or program design as a result of consultation:

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**To the best of my knowledge and belief, the statements made in this self-evaluation are true and correct and this document has been reviewed and**

\_\_\_\_\_  
**Printed Name and Title, Authorized Official**

\_\_\_\_\_  
**Signature, Authorized Official**

\_\_\_\_\_  
**Date**

### Sample Nondiscrimination Policy

It is the policy and commitment of [insert name of company here] that it does not discriminate on the basis of race, color, sex, national origin, disability, religion, familial status, or source of income in the rental of its residential dwellings. [Insert name of company] affirms its policy of equal housing opportunity pursuant to state and federal fair housing laws.

Harassment or intimidation of a tenant, staff person or guest because of that person's race, color, national origin, religion, sex, disability, familial status, or source of income, is specifically prohibited and may be grounds for termination of employment and/or of tenancy. Harassment and intimidation includes abusive, foul or threatening language or behavior.

It is also the policy of this property that all qualified individuals with a disability are entitled to a reasonable accommodation or modifications to the property that will permit the individual an equal opportunity to use and enjoy the premises. Requests for exceptions to community rules, policies, practices, or services or structural modifications should be made to: \_\_\_\_\_

Issues of discriminatory treatment, harassment, or intimidation on any of these bases should immediately be reported to \_\_\_\_\_ and, if substantiated, prompt action will be taken to remedy the actions taken.

\*\*\*\*\*

#### Internal Non-Discrimination Policy for Staff.

In furtherance of [insert company name here]'s commitment to equal housing opportunity:

All applications, leases, and tenant rules of this property shall contain the following language, "All persons will be treated fairly and equally without regard to race, color, religion, sex, familial status, disability, national origin, or source of income."

All advertising (newspapers, brochures, yellow pages, in the telephone directory, etc) pertaining to this property shall contain an Equal Housing Opportunity Logotype, statement or slogan as a means of educating the home-seeking public that the Respondent's properties are available to all persons regardless of race, color, sex, religion, familial status, disability, national origin, or source of income.

All staff shall model appropriate non-discriminatory behavior and strive to cultivate and maintain a living environment that is free from discrimination. All staff shall be trained in fair housing laws.

Procedures to follow when a tenant makes a request for a reasonable Accommodation/Modification.



<Organization Name Here>

## Section 504 Transition Plan Format

Original Plan date:		Revision Date:		Revision Date:	
Revision date:		Revision Date:		Revision Date:	
Revision date:		Revision Date:		Revision Date:	

Please list your agency's plan for implementing structural, procedural or policy changes identified in your Section 504 Survey in this plan. Please include all action items to be taken by your agency to obtain compliance with Section 504. If any action item cannot be completed within a reasonable time frame due to budget constraints, please indicate this in the Comments column by that action item. Note: If action item is structural, please indicate the facility location address in the Action Description. For procedural and policy actions, if the action item relates to a specific program please include the name of the program or service in the Action Description.

Action Type (structural, procedural, or policy related)	Action Description	Person Responsible for implementation	Projected Start date for action	Projected Completion Date for action	Projected Cost for completing project	Comments
Example: Structural	Modify bathrooms for handicapped accessibility. Location: 1001 Preston, Houston, TX 77002	John Lee	1-Apr-09	30-May-09	\$ 3,500.00	Modifications will be delayed to allow funds to be identified during our annual budgeting process.
Example: Policy	Incorporate written procedures for home visits when applicant is disabled for Home Repair Program	Diana Moore	25-Aug-08	15-Sep-08	\$ -	

## EXHIBIT T - REGULATION REFERENCE INFORMATION

24 C.F.R. §92	HOME Investment Partnerships Program Final Rule
24 C.F.R. §92.205(a)(1)	Eligible Activities
24 C.F.R. §92.207 (b)	Eligible Administrative and Planning Costs - Staff and Overhead
24 C.F.R. §92.206	Eligible Project Cost
24 C.F.R. §92.206(d)(6)	Related Soft Cost - Staff and Overhead
24 C.F.R. §92.203 (b)	Income Determinations
24 C.F.R. Part 35	Lead-Based Paint Poisoning Prevention in Certain Residential Structures
24 C.F.R. §84.62	Suspension/Termination
24 C.F.R. §92.218	Matching Contribution Requirements
24 C.F.R. §92.220	Form of Matching Contribution
24 C.F.R. §92.4	Waiver and Suspension of Requirement for Disaster Areas
24 C.F.R. §92.251	Property Standards
24 C.F.R. Part 8	Nondiscrimination Based on Handicap In Federally Assisted Programs and Activities of the Department of Housing and Urban Development
24 C.F.R. Part 3280	State and Local Assistance
24 C.F.R. §92.254(a)(5)(ii)	Resale and Recapture
24 C.F.R. §92.254(a)(4)	Periods of Affordability
24 C.F.R. §92.257	Religious Organization
24 C.F.R. §92.351	Affirmative Marketing, Minority Outreach Program
OMB Circular A-87	Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-102	Grants and Cooperative Agreements with State and Local Governments
OMB Circular A-110	Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations
OMB Circular A-122	Final Revision of OMB Circular A-122 Cost Principles For Non-Profit Organizations
2 C.F.R. §200	Audit Requirements for Non-Profit Organizations
24 C.F.R. §92.508	Recordkeeping
24 C.F.R. §92.505	Applicability of Uniform Administrative Requirements
Subpart K of 24 C.F.R. Part 92	Program Administration
24 C.F.R. §92.503 (b)(8)	Repayment
24 C.F.R. §92.205	Eligible Activities: General
24 C.F.R. §92.208	Eligible Community Housing Development Organization
24 C.F.R. §92.503	SUBRECIPIENT-Operating Expense and Capacity-Building Costs
24 C.F.R. §92.205 (a)(1)	Program Income, Repayment and Recaptured Funds
2 C.F.R. §200	Eligible Activities
2 C.F.R. §200.328	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 C.F.R. §200.328	Disposal of Property
OMB Circular A-110, Subpart C	Property Subrecipient/Revert
24 C.F.R. §92.353	Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospital and Other Non-Profit Organization- Post Award Requirements
24 C.F.R. §92.350	Displacement, Relocation and Acquisition
24 C.F.R. §92.354	Other Federal Requirements
24 C.F.R. §92.356	Labor
24 C.F.R. §92.257	Conflict of Interest
24 C.F.R. §92.355	Religious Organizations
24 C.F.R. §58.35(b)	Lead-Based Paint
24 C.F.R. §58.34	Categorical Exclusion
	Determination of Exemption

## EXHIBIT U - REQUIRED FEDERAL GRANT CONTRACT PROVISIONS

Pursuant to 2 C.F.R. Part 200 Appendix II, the Contractor shall agree to the following, in addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award must contain provisions covering the following, as applicable:

- I.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- II.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- III.** Equal Employment Opportunity
  - (1) If this contract is a non-construction contract, the Contractor agrees as follows:
    - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
    - (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e) The Contractor will comply with all provisions of Executive Order 11246 - Equal Employment Opportunity, as Amended (Order 11246) of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (h) The Contractor will include 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 or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- (2) If this contract is a construction contract, the Contractor agrees as follows:
- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

The applicant 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 applicant 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.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the

administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the 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.

#### **IV. Davis-Bacon Act**

The Contractor hereby agrees to abide by the Davis-Bacon Act and Related Acts, including the Copeland “Anti-Kickback” Act. The Contractor shall require that all subcontractors abide by the Davis-Bacon Acts and Related Acts.

**Applicability** – The Davis-Bacon and Related Acts apply to all construction work financed in whole or in part with federal assistance including rehabilitation of residential property, if such property contains 8 or more units.

**Exceptions** – The provisions relating to wages pursuant to Davis-Bacon and Related Acts requirements in any contract or agreement for assistance, sale, or lease, shall not apply to any individual who performs services for which the individual volunteered, or does not receive compensation for such services, or is paid expenses, reasonable benefits, or a nominal fee for such services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor (DOL)) to all laborers and mechanics on federally funded and District of Columbia construction projects in excess of \$2,000.00. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

The Davis-Bacon wage rate applies to The U. S. Department of Housing and Urban Development (HUD) projects because of a labor provision contained in one of HUD’s “Related Acts” such as the U.S. Housing Act of 1937, the National Housing Act, the Housing and Economic Development Act of 1974, the National Affordable Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are referred to as the Davis-Bacon and Related Act or DBRA. The DOL has published rules and pertinent implementation information concerning Davis-Bacon and other laws in the Code of Federal Regulations (CFR). These regulations are found in Title 29 C.F.R. Parts 1, 3, 5, 6 and 7.

Part 1 of the DOL regulation (29 CFR) explains how the DOL establishes and publishes DBA wage determinations (e.g., wage decisions) and provides instructions on how to use the determinations. Part 3 of the DOL regulation (29 CFR) describes the Copeland Act. The Copeland Act (Anti—Kickback Act) makes it a federal crime for anyone to require any laborer or mechanic (employed on a federal or federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly-certified payroll reports (CPRs) and regulates permissible payroll deductions. Part 5 of the DOL regulation (29 CFR) covers the labor standards provisions relating to the Davis-Bacon Act wage rates and the responsibilities of

Contractors and contracting agencies to administer and enforce the provisions. Part 6 of the DOL regulation (29 CFR) provides for administrative proceedings enforcing federal labor standards on construction and service contracts. Last, Part 7 of the DOL regulation (29 CFR) sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

All suspected or reported violations shall be reported to the awarding agency.

**V. Contract Work Hours and Safety Act**

The Contractor hereby agrees to abide by the Contract Work Hours and Safety Act (40 U.S.C. 3701–3708). The Contract Work Hours and Safety Act (CWHSSA) require time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous. The CWHSSA applies to both direct federal contracts and to indirect federally assisted contracts except where the assistance is solely in the nature of loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for federal criminal prosecution. The Contractor shall include a provision requiring adherence to Contract Work Hours and Safety Act in all subcontracts.

**VI. Patents and Copyrights**

If this agreement results in any copyrightable material, the Grantee and/or the Grantor reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes. Recipients shall have no obligation to the federal government with respect to program income earned from license fees and royalties for copyrighted materials, patents, patent applications, trademarks, and inventions produced under this award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research award.

**VII. Federal Environmental Regulations**

Contractors shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) and all other relevant federal environmental regulations.

Contractors securing a contract in excess of \$100,000.00 will not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR 15.4.

Violations of this provision or of the aforementioned acts shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**VIII. Debarment and Suspension**

A contract award shall not be made with any party listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors shall not hire subcontractors on any of the aforementioned lists.

**IX. Byrd Anti-Lobbying Amendment**

In accordance with the Byrd Amendment, U.S. Code Title 31 Chapter 13 §1352 the Contractor shall certify and shall require that all subcontractors certify the following:

- 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 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 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.

**X. Solid Waste Removal**

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

**XI. Failure to Comply**

Failure to comply with any part these provisions constitutes a material breach of this Agreement. The event of such a breach may result in compensation being withheld or suspended, termination of the Agreement, or suspension or debarment of the Contractor. The Contractor shall also be liable for all damages available under 2 CFR Part 200 and statutes and regulations related to the formation and execution of this Agreement. The Grantor and Grantee are also entitled to all relief available under 2 CFR Part 200 and all statutes and regulations related to the formation and execution of this Agreement.



## EXHIBIT V - CDBG-DR FEDERAL REGULATIONS

A grantee and all subgrantees shall abide by all local, state, and federal regulations of the Community Development Based Grant (CDBG). A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section and any applicable amendments.

(i) Contract provisions. A grantee and all subgrantees shall comply with the following:

1. Title I of the Housing and Community Development Act of 1974;
2. 24 CFR Part 570 Community Development Block Grants (CDBG) and Community Development Block Grants Disaster Recovery (CDBG-DR) regulations;
3. Public Law December 27, 2017 (Vol. 82, Federal Register 61320-61323) (Appropriation Act that provides funding specifically for Hurricane Harvey);
4. Uniform Relocation Act (URA) (29 CFR Part 24, et al.) (42 USC 4601-4655);
5. Davis-Bacon Act (40 U.S.C. 276a to 276a-7);
6. Citizen Participation Plan; Local Governments (24 CFR 91.105);
7. Contract Work Hours and Safety Standards Act (40 USC 327);
8. Kickbacks from Public Works Employees (18 USC 874);
9. Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to The Contract Work Hours And Safety Standards Act) (9 CFR Part 5) (Section 110 of the Housing and Community Development Act of 1974), Copeland Anti-Kick Back (18 USC 874);
10. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u) and implementing regulations at 24 CFR Part 135;
11. Hatch Act (5 USC 1501-1508) (5 USC Chapter 15);
12. Insurance and Bonding (24 CFR 200);
13. Documentation and Record Keeping (24 CFR 570);
14. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (updated version of 24 CFR Part 85);
15. Procurement and Contractor Oversight (2 CFR 200);
16. Nondiscrimination (24 CFR Part 6), Architectural Barriers Act (42 USC 4151-4157) and the Americans with Disabilities Act (ADA) (42 USC 12131; 47 USC 155, 201, 218, and 225), State and Local Nondiscrimination Provisions, and Title VI of the Civil Rights Act of 1964 (24 CFR Part 1);
17. Affirmative Action (Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR Chapter 60), Women-and Minority-Owned Businesses (W/MBE) (2 CFR Part 200);
18. Limited English Proficiency (LEP) (Title VI of the Civil Rights Act of 1964; Executive Order 13166);
19. Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288) and Duplication of Benefits (42 U.S.C. § 5155);
20. National Environment Policy Act of 1969 (24 CFR Part 50);
21. Cash Management Improvement Act (31 CFR Part 205);
22. Government Debarment and Suspension and Government wide Requirements for Drug-Free Workplace (24 CFR Part 24) (Executive Order 12549: Debarment and Suspension);
23. Environmental Review (24 CFR Part 58); The Clean Air Act (42 USC 7401 et seq.), Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency 40 CFR Parts 6, 51, 93), Federal Water Pollution Control Act (33 USC 1251, et seq.), Flood Disaster Protection (Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a, Section 582 of the National Flood Insurance Reform Act of 1994, as amended – 42 USC 5154a), Lead Based Paint (24 CFR Part 35; 42 USC 4851-4856), Historic Preservation (National Historic Preservation Act of 1966);
24. Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170);
25. Section 104(d) Relocation and One-for-One Replacement Requirements (24 CFR Part 42); and
26. Whistleblower Protection Act (41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908; 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation); and
27. all applicable Federal Register Notices.

**EXHIBIT I-1**

**EXECUTED REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

*To be attached*

**EXHIBIT X**  
**NOTICE OF ENVIRONMENTAL CLEARANCE**

*To be attached*

THE 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 \_\_\_\_\_, 20\_\_\_\_ with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

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

**ORDER AUTHORIZING EXECUTION OF A GRANT AGREEMENT BETWEEN HARRIS COUNTY AND HARRIS COUNTY RESOURCES FOR CHILDREN AND ADULTS FOR THE HAY CENTER PROJECT**

Commissioners \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioners \_\_\_\_\_ 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. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Now, therefore, be it ordered by the Commissioners Court of Harris County, Texas that:

**RECITALS:**

This Agreement ("**Agreement**") is made and entered into by and between (i) Harris County, a body politic and corporate under the laws of the State of Texas, herein called "**Harris County**" or "**Grantee**"; (ii) and **Harris County Resources for Children and Adults**, a Department within Grantee, herein called "**Subrecipient**". The proposed project is located at 3131 Gulf Freeway, Houston, TX 77003, Precinct 1; and

A. WHEREAS, on August 25, 2017, Harris County sustained significant damage when Hurricane Harvey made landfall as a Category 4 hurricane and over the next four days dropped as much as 60 inches of rain along the Gulf Coast, including Harris County, that resulted in a Presidentially Declared Disaster; and

B. WHEREAS, The U.S. Department of Housing and Urban Development (HUD) has allocated \$5.024 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the State of Texas

in response to Hurricane Harvey, DR-4332, through the publication of the Federal Register, Vol. 83, No. 28, Friday, February 9, 2018; and

C. WHEREAS, In the State of Texas Action Plan submitted to HUD on May 8, 2018 by the Texas General Land Office (GLO), the State made a direct allocation of \$1,115,386,830 in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to Harris County; and

D. WHEREAS, The GLO on May 9, 2018 notified Harris County to complete a Supplemental Action Plan, for Hurricane Harvey Round 1 CDBG-DR funding, which will be amended into the State's Action Plan; and

E. WHEREAS, in accordance with GLO requirements, on July 10, 2018, the Harris County Commissioners Court approved the Harris County Supplemental Action Plan and resolved to submit the plan to the GLO; and

F. WHEREAS, on February 11, 2019, the GLO and Harris County entered into a Subrecipient Agreement (Agreement: 19-147-002-B490) to provide Hurricane Harvey disaster recovery housing and planning services utilizing HUD Community Development Block Grant Disaster Recovery (CDBG-DR) funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law No. 115-56). This Subrecipient Agreement (a) commits \$909.6 million to Harris County housing recovery programs including \$204.5 million for Affordable Rental projects, and (b) provides, in Section 8.04 that Harris County make all subcontractors subject to all the "duties, requirements, and obligations" of Harris County under the Subrecipient Agreement, and

G. WHEREAS, on July 14, 2020, Commissioners Court approved funding for the HAY Center Project, under Project D2017-086 (CDBG-DR), including the acquisition and construction of HAY Center, a new 50-unit multifamily complex for permanent supportive housing (PSH) for homeless youth and youth aging out of foster care through The Way Home (hereinafter, the "**Project**"). Notwithstanding anything in this Agreement to the contrary, the Project will, for all purposes, be treated as new construction. The funding approval obligates \$20,000,000.00 in 2017 CDBG-DR funds. Subrecipient will acquire and construct HAY Center, a new 50-unit multifamily complex, in which 50 **Floating** units will be restricted for providing permanent supportive housing (PSH) for homeless youth/youths aging out of foster care who have gone through The Way Home. The 50 restricted **Floating** units (being 100% of the total units) will be CDBG-DR assisted units (Low-to-Moderate Income tenants) set aside for supportive housing through the local Continuum of Care (The Way Home) coordinated access system or a comparable system as agreed to by the Harris County Community Services Department (HCCSD). The total Harris County funding for the acquisition and new construction of the Project will be \$20,000,000.00, with the estimated total of all funding related to the property acquisition and new construction of the Project being \$27,817,605.00, and the Subrecipient will maintain ownership of the Project at Project Completion (hereinafter defined in Paragraph II (D) (3)). The project is jointly funded by the City of Houston with \$5,000,000 in Community Development Block Grant Disaster Recovery Harvey funds (CDBG-DR); and

H. WHEREAS, the HAY Center project was selected to receive CDBG-DR funds via a project application process which opened on November 6, 2019, and closed January 22, 2020; and

I. WHEREAS, the HAY Center project received GLO conditional approval on February 9, 2021; and

J. WHEREAS, the Grantee wishes to engage the Subrecipient in utilizing CDBG-DR funds and enter into a Grant (the “**Grant**”) from Grantee to Subrecipient, which will in turn simultaneously grant such funds to Subrecipient to pay for the partial costs of acquisition and new construction of the Project and increase affordable housing for low-income households of Harris County, which is an eligible activity under the rules and regulations regarding the CDBG-DR Program. Further, Subrecipient and its respective constituent entities and operating or partnership agreements must be acceptable to Harris County Community Services Department (HCCSD) in all respects; and

K. WHEREAS, the SUBRECIPIENT shall ensure recognition of the role of Grantee in providing services through this Agreement; all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the SUBRECIPIENT will include reference to Harris County Community Services Department (HCCSD) for the support provided herein in all publications made possible with funds made available under this Agreement.

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 County Judge of Harris County, or her designee, is hereby authorized to execute an Agreement between (i) Harris County; and (ii) Harris County Resources for Children and Adults, a Department within Grantee, for the partial funding of acquisition and new construction of the HAY Center Project, in the amount not to exceed \$20,000.000.00. The Agreement is attached hereto and made a part hereof for all purposes.

**Section 3.** The Community Services Department and its Executive Director, or her/his designee, are authorized to take such actions and execute such other documents as they deem necessary or convenient to carry out the purposes of this order.