



# HARRIS COUNTY, TEXAS

Office of Budget Management 1001 Preston; Suite 500 Houston, TX 77002 713-274-1135  
Grants Coordination Section - Conveyance Form Application Award

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Amendment

Department Name / Number	DUNs	Grant Title
Budget Management - 201	072206378	Emergency Rental Assistance Program (ERA2)
Funding Source: U.S. Department of the Treasury: CFDA# 21.023	Grant Agency: U.S. Department of the Treasury	
Program Year: 2 nd	Program Ending:	
Grant Begin Date: 05/06/2021	Grant End Date: 09/30/2025	
Grant Org. Key: 100001000001026	If applicable, Prior Year Org. Key: 100001000000961	

## Grant Description:

Funded by the U.S. Treasury, the Emergency Rental Assistance program makes funding available to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The funds are provided directly to States, U.S. Territories, local governments, and Indian tribes. Grantees use the funds to provide assistance to eligible households through existing or newly created rental assistance programs.

	Revised Total Budget	New Grant Funded	Orig. Grant Funded	New County Funded	Orig. County Funded
Salary & Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Labor	\$71,425,414.00	\$42,855,248.40	\$28,570,165.60	\$0.00	\$0.00
Sub Tot. Incremental Cost	\$71,425,414.00	\$42,855,248.40	\$28,570,165.60	\$0.00	\$0.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS	\$71,425,414.00	\$42,855,248.40	\$28,570,165.60	\$0.00	\$0.00

\* under development

Full Time Equivalent Positions	<input type="text" value="0.00"/>	Date Guidelines are Available	<input type="text"/>
% of Positions Paid by Grant	<input type="text" value="0.00 %"/>	Grant Submittal Deadline Date	<input type="text"/>

## Grant Discussion:

The County previously received installments totaling \$28,570,165.60 under the Emergency Rental Assistance (ERA2) program. The purpose of this item is to request Court acceptance of the County's remaining allocation of \$42,855,248.40, which would bring the grant total received to \$71,425,414. The County will act as an intermediary to administer and direct the allocation of these funds to eligible households unable to pay rent and utilities due to the COVID-19 pandemic. There is no match requirement.

## County Funded Cost Projection

Year	Required	Discretionary
2022	-	-
2023	-	-
2024	-	-
2025	-	-
2026	-	-

Completed by :  Cadow, Eric

Date : 9/9/2021

Reviewed by :

Date : 9/2/21

**ORDER**

STATE OF TEXAS

COUNTY OF HARRIS

On this, the 14th day of September, 2021, the Commissioners' Court of Harris County, Texas, sitting as the governing body of Harris County, upon motion of Commissioner

\_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, duly put and carried,

IT IS ORDERED that County Judge Lina Hidalgo or her designee be hereby authorized to approve, and on behalf of Harris County, Texas, to accept the following award allocation from the U.S. Department of the Treasury:

**Emergency Rental Assistance Program (ERA2) - Base and High Need**

<b>Additional Amount:</b>	<b>\$42,855,248.40</b>
<b>Total Award:</b>	<b>\$71,425,414.00</b>
<b>Period of Grant:</b>	<b>5/6/21 – 9/30/25</b>

## CJO Grants Notification (County Judge's Office)

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**From:** ERAApplications@treasury.gov  
**Sent:** Wednesday, September 1, 2021 11:43 AM  
**To:** CJO Grants Notification (County Judge's Office)  
**Cc:** Barton, Leah (Office of County Administration)  
**Subject:** ERA2 Additional Disbursement

Treasury released a payment of \$35,017,095.78 and \$7,838,152.62 via ACH on 9/1/21. This comprises 60% of your base and high-needs allocation. Please ensure your financial staff are aware of the incoming funds referenced above.

Thank you,

U.S. Department of the Treasury  
Emergency Rental Assistance program



## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Harris County, Texas (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. The assurances applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

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

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

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

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

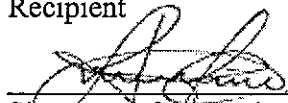
The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

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

Harris County, Texas

Recipient

Date



Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**REQUEST FOR SIMULTANEOUS SUBMISSION OF  
GRANT AWARD AND REVENUE CERTIFICATION TO  
COMMISSIONERS COURT**

Department Name Office of Management and Budget	Department Number 201	Date 9/1/21
Department Contact Name Eric Cadow	Department Contact Telephone Number 713-274-1137	
Date to Present the Grant Award to Commissioners Court for Acceptance 9/14/21	Grant Award Amount to be Certified \$42,855,248.40	

Grant Awarding Agency  
U.S. Department of the Treasury

**Reason for Simultaneously Submitting Grant Award and Revenue Certification to Commissioners Court**  
Emergency COVID award.

**DEPARTMENT APPROVAL**

*Hank Griffith*

9/1/2021

\_\_\_\_\_  
Official/Department Head or Designee Signature

\_\_\_\_\_  
Date

**AUDITOR'S OFFICE APPROVAL**

\_\_\_\_\_  
Grants Accounting Manager Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Auditor or Chief Assistant County Auditor Signature

\_\_\_\_\_  
Date

## GRANTS SUPPLEMENTAL REVENUE ESTIMATE

### PART A. Revenue Information

Department Number <b>20100000</b>	Department Name <b>Budget Management</b>
Grant Name <b>Emergency Rental Assistance Program 2</b>	Grant Period <b>3/11/2021-9/30/2025</b>
Unanticipated Revenue Amount/Grant Award <b>\$42,855,248.40</b>	Date Award Approved by Commissioners Court for Acceptance <b>5/25/2021</b>
Funding Source/Agency <b>US Department of the Treasury</b>	

### PART B. Additional Information

Required Cash Match: ☒ NO ☐ YES If yes, please provide the funding source (GL) that will be paid for Grant Cash Match.  
Justification:

Additional Fund for ERA2

### PART C. Revenue Coding (To be Completed by Grants Accounting)

BUSINESS UNIT				FISCAL YEAR: 2022			AMOUNT
GLBU	FUND	DEPT	ACCT	PCBU	PROJECT	ACTIVITY	
<input checked="" type="checkbox"/> HCNTY	<input type="checkbox"/> FCNTL	<input type="checkbox"/> CSUPR	<input type="checkbox"/> JVBRD				
HCNTY	2601	20100000	410200	HC001	100001000001026	10001	42,855,248.40
<b>TOTAL</b>							<b>\$ 42,855,248.40</b>

Prepared by - Grant Accountant

**Damodar Tripathee**

Digitally signed by Damodar  
Tripathee

Signature

**9/1/2021**

Date

Approved by - Grant Accounting Manager

Signature

Date

### PART D. Revenue Accounting

Date Submitted to Revenue Accounting	Date Certified by Commissioners Court
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Attach a Copy of the:

Commissioners Court Approval Award  
Commissioners Court Approved Contract  
Letter to be Presented to Commissioners Court

<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> YES	<input type="checkbox"/> NO