

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

OUTREACH, INTAKE AND CASE MANAGEMENT SERVICES AGREEMENT

The City and Contractor agree as follows:

1. PREAMBLE

1.1 Parties

1.1.1 This **OUTREACH, INTAKE AND CASE MANAGEMENT SERVICES AGREEMENT** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a Texas home-rule city, and **ICF INCORPORATED, L.L.C.** ("Contractor"). City and Contractor may be collectively referred to as the "Parties" and individually as a "Party".

1.2 Addresses

1.2.1 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City
City of Houston
Housing and Community
Development Department
P.O. Box 1562
Houston, Texas 77251

Contractor
ICF Incorporated, L.L.C.
9300 Lee Highway
Fairfax, VA 22031
Email: Kevin.Berry@icf.com

1.3 Table of Contents.

1.3.1 This Agreement consists of the following sections:

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EXHIBITS

- Exhibit "A" – Scope of Services
- Exhibit "A-1" – Fee Schedule
- Exhibit "A-2" – City Attorney’s Policy on Engagement of Outside Counsel
- Exhibit "B" – Drug Policy Compliance Agreement
- Exhibit "B-1" – Drug Policy Compliance Declaration
- Exhibit "C" – Certification of No Safety Impact Positions in Performance of a City Contract
- Exhibit "D" – CDBG Program Requirements
- Exhibit "E" – Certification Regarding Debarment, Suspension and Other Responsibility Matters
- Exhibit "F" – Anti-Lobbying Certification
- Exhibit "G" – Equal Opportunity Clause
- Exhibit "H" – Flow-Through Provisions
- Exhibit "I" – Non-Exclusive List of Applicable Laws, Rules, and Regulations

1.4 Parts Incorporated.

1.4.1 The above described sections, exhibits and recitals are incorporated into this Agreement.

1.5 Controlling Parts.

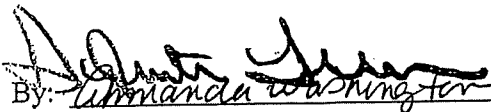
1.5.1 If there is a conflict between any of the Program Documents, such conflict shall be resolved in the following order of precedence: Grant Agreement between the Texas General Land Office ("GLO") and the United States Department of Housing and Urban Development ("HUD") for the CDBG-DR17 Program (Hurricane Harvey), a copy of which will be provided to Contractor upon receipt; then the HUD CDBG-DR17 Guidelines; then the GLO Hurricane Harvey Disaster Recovery Housing Guidelines; then the Contract between the City and the GLO relating to the CDBG-DR17 Program (Hurricane Harvey), a copy of which will be provided to Contractor upon receipt; then this Agreement between the City and Contractor, and then any authorized Change Orders.

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1.6 Signatures.

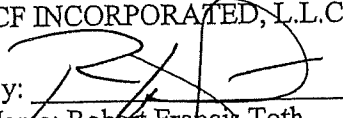
1.6.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that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

CITY OF HOUSTON:

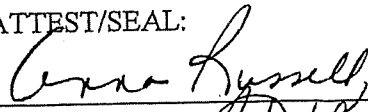
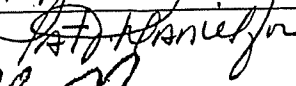
By: 
Name: _____
Title: _____

CONTRACTOR:

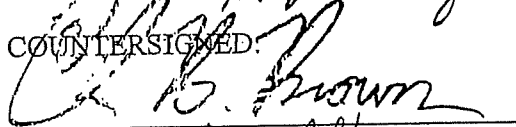
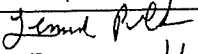
ICF INCORPORATED, L.L.C.

By: 
Name: Robert Francis Toth
Title: Senior Vice President,
Contracts and Administration
Federal Tax ID No.: 52-0893615

ATTEST/SEAL:

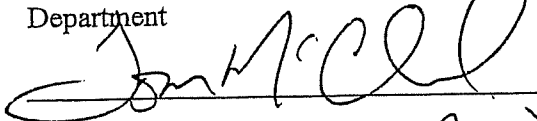

City Secretary 

COUNTERSIGNED:


City Controller 
Countersignature Date: 11-8-18
("Effective Date")

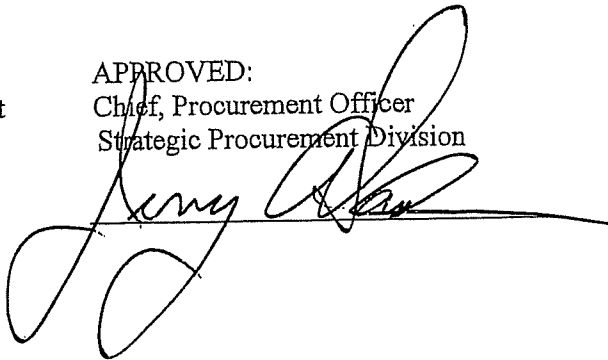
APPROVED:

Director, Housing and Community Development
Department

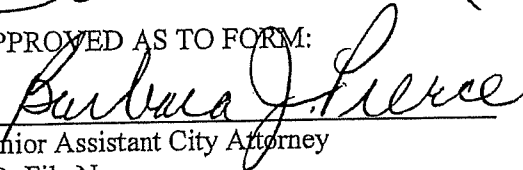


APPROVED:

Chief, Procurement Officer
Strategic Procurement Division



APPROVED AS TO FORM:


Senior Assistant City Attorney
LD. File No.

2. DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

- 2.1.1 "Administrative and Audit Regulations" means the regulations included in Title 2 CFR Part 200; Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of this Agreement. With regard to any federal funding agencies with the necessary legal authority include: HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.
- 2.1.2 "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
- 2.1.3 "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
- 2.1.4 "Chief Procurement Officer" or "CPO" means the City's Chief Procurement Officer, or any person designated by the CPO to perform one or more of the CPO's duties under this Agreement.
- 2.1.6 "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.1.7 "City Attorney" means the City Attorney of the City or any person designated by the City Attorney to perform one or more of the duties of the City Attorney under this Agreement.
- 2.1.8 "City Data" means any Confidential City Information, or Information as those terms are defined in Section 3.14 of this Agreement, services to be provided under the Scope of Services as that term is defined in Section 2.1.29 of this Agreement, Documents that the City or persons acting on the City's behalf provides, makes available to, or transmits to Contractor on the City's behalf; and Documents Contractor receives, obtains, has access to, modifies, creates, develops, analyzes, uses for modeling or other services under this Agreement or otherwise prepares in connection with this Agreement.
- 2.1.9 "Contract Price" means the price to be paid by the City to the Contractor for the performance of the Scope of Services under this Agreement pursuant to the Fee Schedule as previously agreed to by the City and Contractor and attached to this Agreement as Exhibit "A-1". Any changes in the Contract Price shall only result from authorized revisions to the Scope of Services and Fee Schedule. The Contract Price shall be paid monthly pursuant to a Request for Payment made by Contractor.
- 2.1.10 "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns as well as its legal counsel or law firm subcontractor.
- 2.1.11 "Contractor's Request for Payment" means the Contractor's monthly request for a portion of the Contract Price, including invoices, description of Services and other items the Director may require to support the Request for Payment.

- 2.1.12 "Countersignature Date" means the date the City of Houston Controller countersigns this Agreement and the date this Agreement becomes effective and binding on the Parties.
- 2.1.13 "Deliverables" mean a unit or increment of work to include any item, report, data, document, photograph, drawing, process, computer program or code, or other submission required to be delivered under the terms of this Contract, in whatever form.
- 2.1.14 "Director" means the Director of Housing and Community Development Department ("HCDD") of the City, or any person designated by the Director to perform one or more of the Director's duties under this Agreement.
- 2.1.15 "Documents" means all original and non-identical copy of any written, typed, or printed matter, or electronically stored information, of any kind or description. The word "documents" includes, but is not limited to, the following: agendas, analyses, audio or video recordings, bulletins, charts, circulars, communications (including any interoffice, social media, and other communications), computations, computer programs, copies, correspondence, data, databases, data compilations, data prototypes, designs, diagrams, diskettes, documents, drafts, drawings, electronic mail (email), electronically stored information, exhibits, facsimiles, forms, graphs, guides, images, information, inventions, items, letters, logs, manuals, maps, images, materials, memoranda, metadata, microfilm, minutes or meeting minutes, models, notes, notations, notebooks, operating manuals, original tracings of all drawings and plans, other graphic matter (however produced or reproduced), pamphlets, photographs (including any digital or film photographs), plans, printouts, policies, procedures, records, recordings (including any audio, video, digital, film, tape, and other recordings), reports, social media communications, software, specifications, tabulations, telegrams, underlying data, works, worksheets, work products, writings, and any other writings or recordings of any type or nature (and any revisions, modifications, or improvements to them), plans, and other work products prepared, obtained, modified, or created by the Contractor pursuant to or in connection with this Agreement.
- 2.1.16 "GLO Contract" means the Contract between the Texas General Land Office and the City of Houston relating to the Hurricane Harvey CDBG-DR17 Program.
- 2.1.17 "Guidelines" shall mean any GLO and/or City developed guidelines, policies and procedures related to the CDBG-DR program and other City housing programs for which Contractor may provide services under this Agreement.
- 2.1.18 "Homeowner" means the owner/occupant of a single-family structure who applies and qualifies for participation in the Program.
- 2.1.19 "Include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation."
- 2.1.20 "Notice to Proceed" means an individually negotiated document, issued by the Director, authorizing Contractor to proceed with the performance of services under the Agreement, which date of issuance shall not be prior to the Countersignature Date.
- 2.1.25 "Program" refers to the CDBG-DR Programs and any other City housing program that may be agreed upon the Parties, in which services will be performed that are consistent with Scope of Services contained herein.



Multiple NTPs may be issued during the term of this Agreement. Each NTP will include deliverables; a time schedule; and such other information or special conditions as may be necessary to perform the services requested. Contractor shall complete each assigned project within a specified number of days from issuance of the Notice to Proceed.

3.2.2 The City, in its sole discretion, and in conformance with state and federal law, may amend an NTP as necessary.

3.3 Reports

3.3.1 Contractor shall submit reports as requested by the Director and in furtherance of the services set forth in Exhibit. Contractor shall also submit progress updates periodically on a weekly, monthly, quarterly and yearly basis, as required by the Director.

3.3.2 Contractor shall keep in close contact with the City and shall notify the City of any change in contact information or circumstances related to performance of services. The City shall issue official letters, call official meetings, and require documentation to be submitted on a periodic basis. Contractor shall respond in writing to the Director within ten (10) business days of the date of any written or oral inquiry by Director to ensure timelines related to performance of services are met, and compliance with local, state and federal government requirements is achieved.

3.3.3 If all required documentation and cooperation are not provided by the Contractor to the Director, the Director may withhold further payments until such documentation and cooperation are completed, or the Director may take such other action as specified in this Agreement.

3.4 Time of Performance

3.4.1 Performance of the Scope of Services under this Agreement shall commence on the date of issuance of the Notice to Proceed. The services shall be completed within the time specified in the Notice to Proceed.

3.4.2 The City and the Contractor agree in any event caused by reason of the Contractor's failure to complete the services under this Agreement within the time specified in a Notice to Proceed, or as extended by a Change Order pursuant to Section 4.7, the City may recover actual damages that results from the Contractor's failure to begin the Scope of Services when ordered, carry it forward uninterruptedly after beginning, or complete it within the time specified and in strict accordance with the Scope of Services or Change Order. The City shall have the right to deduct and withhold the amount of any and all actual damages, from any monies owing the Contractor.

3.5 Payment of Subcontractors

In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the execution and performance of this Agreement. **CONTRACTOR SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.**

3.6 Release

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO

PERFORMANCE UNDER THIS AGREEMENT, BUT EXCLUDING ANY INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY CAUSED BY THE CITY'S SOLE NEGLIGENCE. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT.

3.7 Indemnification

3.7.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR BODILY INJURY, DEATH, DAMAGE, OR LOSS TO REAL PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.7.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY REFERRED TO AS "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

3.7.1.2 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

3.7.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

3.7.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.8 Indemnification – Patent, Copyright, Trademark, and Trade Secret Infringement

3.8.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AUTHORIZED AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL DIRECT COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

3.8.2 CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

3.8.3 WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

3.9 Subcontractor's Indemnification

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.10 Indemnification Procedures and Notice of Claims

3.10.1 If the City or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- a. a description of the indemnification event in reasonable detail, and
- b. the basis on which indemnification may be due, and
- c. the anticipated amount of the indemnified loss.

3.10.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.10.3 Defense of Claims

3.10.3.1 Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. If Contractor assumes the defense of the claim, Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent, or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss. Contractor shall notify the City of any and all offers to settle the claim.

3.10.3.2 **Continued Participation.** If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

3.11 Insurance

COVERAGE	LIMIT OF
Workers' Compensation	<ul style="list-style-type: none"> • Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000
Commercial General Liability; Bodily and Personal Injury; Products and Completed	<ul style="list-style-type: none"> • Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	<ul style="list-style-type: none"> • \$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile	<ul style="list-style-type: none"> • \$1,000,000.00
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

In addition to the insurance coverage stated above, Contractor shall be responsible for obtaining insurance for any furniture and equipment leased/purchased under this Agreement.

3.11.1 With no intent to limit Contractor's liability or the indemnification provisions set forth herein, the Contractor shall provide and maintain certain insurance and endorsements in full force and effect at all times during the Term of this Agreement. Such insurance is described as follows:

3.11.2 If professional liability coverage is written on a "claims made" basis, Contractor shall also provide:

- a. Proof of renewal each year for two years after substantial completion of the services; or
- b. In the alternative, evidence of extended reporting period coverage for two years after substantial completion; or
- c. A project liability policy for the services covered by this Agreement with a duration of two years after substantial completion.

3.11.3 Insurance Coverage. At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or Contractors whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.

3.11.4 Form of Insurance. The form of the insurance shall be approved by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

3.11.5 Required Coverage. The City shall be an Additional Insured under this Agreement, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Scope of Services under this Agreement, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the Scope of Services covered by this Agreement with a duration of two years after substantial completion.

3.11.6 Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents or employees.

3.11.7 Cancellation. CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED. Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.

3.11.8 Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.12 Performance Standards

Contractor shall use that degree of care and skill ordinarily exercised by members of the same profession performing the same or similar services under similar conditions in Harris County, Texas and its performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement. Contractor shall perform all Scope of Services in conformance with the applicable Scope of Services.

3.13 Data Security and Data Return

3.13.1 Contractor shall maintain the security of all City Data whether in physical or electronic form, including but not limited to all City-specific data, personally identifiable information (PII), employee data, user or citizen data, and any other data that was provided to Contractor or that Contractor generates, creates, or analyzes for the City. Contractor shall continuously audit its controls designed to protect the security of City Data. Contractor shall regularly test and audit the systems, controls, and procedures outlined in this section, which tests, and audits shall occur at least once per calendar month. Contractor shall implement and maintain appropriate and reasonable administrative, technical, and physical controls, safeguards, measures, and procedures to (i) secure, protect and safeguard the privacy, security, integrity, and confidentiality of the City Data, (ii) prevent, detect, contain, and correct security breaches in, involving, or against the City data, (iii) store City Data only in places and in a manner that is safe from access by unauthorized persons or for unauthorized uses, and (iv) ensure that the City Data is not accessed, processed, stored, transmitted, transferred, copied, disposed of, archived, or disclosed contrary to the provisions of this Agreement or Applicable Laws concerning information technology security, network or data security, and privacy laws. At a minimum, Contractor shall develop, implement, and maintain a reasonable written security program that includes appropriate administrative, technical, organizational, and physical safeguards and security measures that (i) maintain user identification and access controls designed to limit access to authorized users; (ii) protect the City Data from unauthorized activity; (iii) use encryption technology, and (iv) comply with any specifications as requested by the Director. Contractor shall be responsible and liable for the acts and omissions of Contractor's personnel, temporary employees, agents, and subcontractors in connection with the provision of the services required under this Agreement, as if such acts or omissions were Contractor's acts or omissions. In the event that information technology systems are used to store PII, Contractor will utilize the security and risk management provisions of the National Institutes of Standards and Technology (NIST) "Framework for Improving Critical Infrastructure Cybersecurity" to implement appropriate administrative, technical, and/or physical controls and safeguards (including but not limited to access controls that comply with the least user privileges principles, data encryption during transit and at rest, intrusion detection/intrusion prevention systems, etc.) to secure any and all IT systems holding City data and PII. With respect to any of Contractor's personnel, temporary employees, agents, and subcontractors who process, store, transmit, access, dispose of, or have access to the City Data or PII, or the software or hardware in so far as it relates to Contractor's performance of this Agreement, Contractor shall:

- (a) Limit access only to the authorized Contractor personnel who need to know or have access to this information to perform the services described in Exhibit "A";

- (b) Advise these persons of and require that they comply with the provisions of this Agreement applicable to each person, including without limitation, the provisions relating to the privacy, security, integrity, and confidentiality of the City data;
- (c) Require these persons to execute and deliver to Contractor written agreements that are a direct flow-down of, or substantially similar to (or no less restrictive than) the terms of this Agreement, including without limitation, with respect to privacy, security, integrity, and confidentiality of the City data; and
- (d) With respect to Contractor's personnel with access to the City's physical property or premises, Contractor shall advise these persons of applicable visitor policies and require that they comply with them and only access authorized areas.

3.13.2 Pursuant to this Agreement, Contractor shall be responsible for any fraudulent or dishonest acts committed by Contractor's personnel, employees, agents, subcontractors, directors, or officers.

3.13.3 **SSAE 16 Compliance.** If Contractor has City Data, and for as long as Contractor has City Data, Contractor will maintain an information security program that provides for the security and protection of the City Data, including, but not limited to, processes and procedures to respond to security incidents. Contractor will operate in conformance with the physical, technical, operational and administrative measures and protocols regarding data security as set forth in its then current Standards for Attestation Engagements ("SSAE") No. 16 SOC1 Type II Report (or equivalent report), received from its third-party auditors. Contractor will, upon written request, provide the Director with copies of then-current SSAE No. 16 report issued by its third party independent auditors in relation to the data security policies and procedures designed to meet the requirements set forth in the GLO Contract with regard to the services described in this Agreement and in Exhibit "A".

3.13.4 **Data Breach.** If Contractor learns of a breach of information; any unauthorized exposure, release or misuse of City Data or PII; that any person (including Contractor personnel and third parties) has gained unauthorized access to City Data or PII; any person has gained unauthorized access to Contractor's network and/or data storage facilities such that any City data is obtained by an outside party; or the City Data or PII has otherwise been disclosed to unauthorized parties in connection with this Agreement (other than in the proper performance of those services or support therefor), (each an "Incident"), then Contractor shall promptly (within 48 hours) (i) notify the City Attorney and Director in writing of the nature and extent of the Incident; (ii) conduct an investigation to determine when and, if possible, how the Incident occurred, and then (iii) reasonably assist the City in investigating and assessing the extent and nature of the Incident; (iv) use all reasonable endeavors to promptly remedy, mitigate, or respond to the Incident and prevent the occurrence of any similar Incident; and (v) inform the City upon request as to the current status of such endeavors.

3.14 Confidentiality

3.14.1 Contractor, its agents, employees, contractors, and subcontractors shall hold all Confidential City Information, City Data, and Documents that they receive, or to which they

have access in connection with this Agreement (collectively, "the Information"), in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this section. Confidential City Information shall mean all Documents, data, and information given to Contractor by City except for (1) information that Contractor possessed prior to the date of this Agreement, (2) information that Contractor develops independently without use of any of the information provided by the City, (3) information Contractor rightfully receives from a third party free to make such disclosure without breach of any legal obligation, or (4) information that becomes publicly available without breach of this Agreement. The terms and conditions of this Confidentiality section shall survive the expiration or termination of this Agreement for any reason.

3.15 Conflicts of Interest

3.15.1 If an actual or potential conflict arises between the City's interests and the interests of other clients Contractor represents, Contractor shall immediately notify the Director in writing. If the Director consents to Contractor's continued representation of the other clients, he shall notify Contractor in writing.

3.15.2 Contractor acknowledges that it, and its employees and agents, and their respective immediate family members, are ineligible to participate in any manner in responding to any solicitation, request for qualification, request for proposals, or resulting agreements or payments that it will assist the City to develop, evaluate or negotiate. Such participation may create a conflict of interest and will provide an unfair advantage as it relates to the award of a contract to the successful bidder or proposer. This ineligibility is applicable to both a prime or subcontractor role and includes any affiliates, partners or members.

3.16 Work Products and Ownership

3.16.1 The City is, will be, and shall remain at all times the owner of all of the City Data. Contractor expressly acknowledges that the City has all right, title, or other ownership interest in the City Data and Contractor shall not possess or assert any lien or other right against the City Data. The City is, will be, and shall remain the owner of all City Data, including City-specific data created or generated by either party, pursuant to this Agreement. The City may use this City Data, including data provided by Contractor, for any purpose. At all times, including during or after the termination or expiration of this Agreement or any license Contractor grants to the City, the City retains the right to reveal or extract the City Data and all City-specific data from any Contractor owned or controlled software, programs, devices, and products, and the right to use the City Data for the City's own use, for use with other non-Contractor products, or to load elsewhere. Contractor shall provide a reasonable data export tool that is approved by the Director that returns City Data on demand. Contractor shall not use City Data for any other purposes other than what is expressly specified in this Agreement.

3.16.2 Contractor hereby irrevocably transfers, conveys and assigns to the City and its successors, licensees, and assigns, its entire right, title, interest and full ownership worldwide in and to any work, software (including Software), domain names, invention, creation, data, discovery, and all documents (including Documents), and the copyrights, patents, trademarks, trade secrets, service marks, moral rights, all contract and licensing rights, and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known, and any other proprietary rights therein (collectively "Proprietary Rights") that

Contractor, its agents, employees, contractors, and subcontractors (collectively "Authors") develop, write, create, invent, discover, compile, or produce under this Agreement (collectively "Works"). In the event Contractor has any rights in the Works which cannot be assigned, Contractor shall and does hereby waive enforcement worldwide of the rights against City, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to City with the right to sublicense. These rights are assignable by the City. The Authors shall not claim or exercise any Proprietary Rights related to the Works. If requested by the Director or the City Attorney, Contractor shall place a conspicuous notation on any Works, which states that the City owns the Proprietary Rights.

Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors performing work under this Agreement which bind them to the terms in this Section.

Contractor may retain copies of the Works for its archival purposes only. Contractor shall not otherwise use, sell, license, distribute, reproduce, publish, commercialize, or market the Works without the express written permission of the City. If such permission is agreed to by the Director, such express written permission shall be given by the City in a separate agreement between the City and Contractor.

The City owns all data it provides to Contractor under this Agreement. Contractor shall return all data provided in whatever form it is maintained or recorded at the end of this Agreement.

3.17 Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation to perform work under this Agreement. Contractor shall promptly notify the Director of any suspension, revocation, or other detrimental action against its license(s) or the license of any of its legal counsel or attorneys. Contractor shall pay, at its sole cost and expense, all taxes, assessments, fees, premiums, permits, and licenses required by law.

3.18 Compliance with Laws

Contractor shall comply with all applicable state, local and federal laws and Regulations and the City Charter and Code of Ordinances.

3.19 Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

3.20 MWSBE Compliance

3.20.1 Contractor shall comply with the City's Minority, Women and Small Business Enterprise ("MWSBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 57% of the value of this Agreement to MWSBEs. For purposes of this subsection 3.2.1, the value of this Agreement includes any Change Orders, thereto, authorized by the Director. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO") and will comply with them.

3.20.2 Contractor shall ensure that all subcontracts with MWSBE subcontractors and suppliers contain the following terms:

1. _____ (MWSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the Director").
2. _____ (MWSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least five (5) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

3.20.3 Contractor shall adhere to and comply with 2 CFR § 200.321 if subcontracts are to be let under this Agreement. The Contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible, pursuant to 2 CFR Section §200.321. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.20.4 Contractor must clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

3.21 Drug Abuse Detection and Deterrence

3.21.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 Revised ("EO 1-31"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

3.21.2 Before the City signs this Agreement, Contractor shall file with the Agreement Compliance Officer for Drug Testing ("CCODT"): (a) a copy of its drug-free workplace policy, (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "B", together with a written designation of all safety impact positions and, (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "C".

3.21.3 If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "B-1". Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

3.21.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee force.

3.21.5 Contractor shall require that its subcontractors comply with EO 1-31, and Contractor shall secure and maintain the required documents for City inspection.

3.22 Section 3 Regulations

The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the U.S. Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U. S.C. 170u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

4. DUTIES OF THE CITY

4.1 Payment Terms

4.1.1 Upon the Director's acceptance and approval of the Deliverables, the City shall pay and Contractor shall accept the Contract Price set out in Exhibit "A-1", subject to allocation of funds as set out below.

4.1.2 Throughout the term of this Agreement as set forth under Section 5.1, the City will pay Contractor at the end of each month on the basis of Director-approved invoices showing the percentage of total services performed during the preceding month, along with other evidence of costs as requested by the Director.

4.1.3 The City shall pay Contractor the documented actual cost of reimbursable expenses that have been approved pursuant to Section 4.1.3.1 within 30 days of receipt and Director's approval of Contractor's itemized invoice. The reimbursable expenses will be paid out of the line item for Other Direct Costs, ("ODC"), included under Exhibit "A-1".

4.1.3.1 Contractor shall propose a maximum amount for each reimbursable expense at the time that services requiring such expenses are requested by the Director. The Director must approve the categories and amounts of reimbursable expense in writing before Contractor incurs them. The compensation for reimbursable expenses shall not exceed the amount of the ODC line item under Exhibit "A" (\$1,972,752) unless the Director, at his sole discretion, approves a written amendment prior to the Contractor incurring the additional costs, and obtains City Council approval, to the extent required by law or the City Charter.

4.1.3.2 Reimbursable expenses are the actual expenditures Contractor and its subcontractors make while performing services requested by the Director. Reimbursable expenses may include travel if requested by the Director and such travel is reasonably necessary to perform services in connection with the Agreement.

4.1.3.3 Contractor shall deliver invoices for reimbursable expenses for the Director's approval monthly.

4.1.4 ALL EXPENDITURES UNDER THIS AGREEMENT MUST BE MADE IN ACCORDANCE WITH THIS AGREEMENT, THE CITY'S INTERLOCAL AGREEMENT WITH THE GLO, THE GUIDELINES, RULES AND REGULATIONS, PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NONCOMPLIANCE. The City may terminate the Agreement and recapture and be reimbursed for any payments the City makes that (i) exceed the maximum allowable rates; (ii) are not allowed under Applicable Laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures.

4.2 Method of Payment

4.2.1 Throughout the term if this Agreement as set forth under Section 5.1, the City shall pay Contractor on the basis of Requests for Payment submitted by Contractor and approved by the Director. A Request for Payment shall not exceed the Contract Price.

4.2.2 Contactor's Request for Payment shall reflect the cost for the Scope of Services performed and include any documentation requested by the Director, and otherwise be in form and substance acceptable to the Director. Contractor must submit invoices showing the specific items completed and the corresponding prices for each item as indicated in the Scope of Services.

4.2.3 The City will review and verify the Request for Payment. The Director's review, verification and approval process may include Contractor site inspections.

4.2.4 The City of Houston's standard payment term is to pay 30 days after receipt of an approved invoice, receipt of goods, or receipt of services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code Chapter 2251). When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

4.2.5 All Requests for Payment and invoices must be approved by the Director. All payments will be made by check payable to the Contractor. Payments will be mailed to the address specified herein. Neither partial payments made, nor approval of invoices or services by the Director, constitute final acceptance or approval of the Contractor's services to which the partial payment or approval relates.

Account Name		ICF Consulting Group, Inc.
Bank Name		PNC Bank
Bank Address		800 17th Street NW Washington, DC 20006
Domestic EFT	ABA Number	031207607
	Account Number	80-2637-4453

4.2.6 If the Director disputes any items in an invoice or Request for Payment for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount in a subsequent monthly invoice or on a special invoice for the disputed item only, together with a notation that the dispute is settled. The City will then pay the invoiced amount within 30 days of receipt.

4.3 Acceptance and Rejection

4.3.1 Contractor shall not be entitled to payment and the City shall have no duty to pay Contractor unless the Director Accepts the Services and other Deliverables as set forth in **Exhibit "A"**.

4.3.2 Contractor shall provide written notice to the Director upon completion and/or delivery of the Services and other Deliverables as set forth in **Exhibit "A"**. On or before the 20th Business Day after the date the Director receives such written notice of completion and/or delivery, the Director shall notify Contractor whether the Director has accepted the Services and other Deliverables or rejected said services and deliverables, along with the reason(s) for the rejection, if any.

4.3.3 Notwithstanding anything to the contrary in **Exhibit "A"** or elsewhere, the Director may, in his sole discretion, approve in writing a partial Acceptance of the Services and other Deliverables set forth in **Exhibit "A"**.

4.3.4 If the Director rejects any Services or other Deliverables, Contractor shall have 15 Business Days after the Director sends written notice of rejection to correct or otherwise replace such Services or other Deliverables as necessary to conform to this Agreement, at no additional cost to the City. Contractor shall provide written notice to the Director upon completion of any such correction(s) or replacement(s) after the receipt of which the Director shall continue to either accept or reject

(as provided under this Section) and Contractor shall continue to make any necessary correction(s) or replacement(s) (as provided under this Section) until the Director Accepts in writing all previously rejected Services or other Deliverables.

4.3.5 Notwithstanding anything to the contrary herein or elsewhere, if the Director does not Accept any Services or other Deliverables after one or more attempted correction(s) or replacement(s) of such Services or other Deliverables by Contractor, the Director may, in his sole discretion, issue a final rejection notice to Contractor for all Services and other Deliverables (whether or not previously Accepted), and then the City shall have no obligation to pay any amount whatsoever under this Agreement and this Agreement shall immediately terminate.

4.3.6 The City reserves all other available rights and remedies at law or in equity, including without limitation all rights and remedies and rights under Article 2 of the Texas Business and Commerce Code.

4.4 Taxes

4.4.1 The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

4.5 Limit of Appropriation; Limitation of City's Duties

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS
By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.
\$ _____.

4.5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

4.5.2 In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$5,000,000.00 to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies set forth below.

4.5.3 The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so.

4.5.3.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

4.5.4 The Original Allocation plus all supplemental allocations are the "**Allocated Funds.**" Pursuant to the terms of the ordinance approving this Agreement, the Director, in his sole discretion, may also reduce the amount of Allocated Funds under

this Agreement, which reduction shall accordingly release the City's obligation and liability under this Agreement for any amount in excess of the reduced amount of Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds, as reduced, if any such reduction occurs. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted or should the City fail to make arrangements to make payments through the supplemental allocations process referenced in this Section 4.5, then (i) Contractor shall have no further obligation to perform Services under this Agreement; (ii) Contractor's only remedy is suspension or termination of its performance under this Agreement, and (iii) Contractor has no other remedy in law or in equity against the City and no right to damages of any kind.

4.6 Access to Data

4.6.1 The City grants to Contractor a non-exclusive, royalty-free license to use the City data and City-specific data during the Initial Term and any renewals thereto of this Agreement solely to provide services to the City as necessary and to monitor and improve the services under this Agreement. Parties agree that to the extent reasonably possible, as determined by the City, the Contractor will store data in the City's system of record.

4.6.2 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that is reasonably necessary for Contractor to perform under this Agreement.

4.6.3 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

4.6.4 For any raw data created, assembled, used, maintained, collected, or stored by the Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both parties at no additional cost to the City.

4.7 Changes

4.7.1 At any time during the Agreement Term as set forth Section 5.1, the Director may issue a Change Order to increase or decrease the Scope of Services, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement, plus any special provisions, specifications, or special instructions issued to execute the extra work.

4.7.2 The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

[Name of Contractor]

TO: City of Houston, Texas (the "City")

FROM: _____

DATE: [Date of Notice]

Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following: [Here describe the additions to or changes to the equipment or services and the change order charges applicable to each.]

Signed: [Signature of Director]

4.7.3 The Director may issue more than one Change Order, subject to the following limitations:

(a) Council expressly authorizes the Director to approve a Change Order up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.

(b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

(c) The total of all Change Orders issued under this section may not increase the amount of the Original Agreement by more than 25%.

4.7.4 Whenever Contractor receives an approved request for a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the services described in the Change Order. Contractor shall complete the services within the time prescribed. If no time for completion is prescribed, Contractor shall complete the services within a reasonable time. If the services described in any Change Order causes an unavoidable delay in any other services Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the services. The Director's decision regarding a time extension is final.

4.7.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the services described in the Original Agreement and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

4.7.6 If the Contractor determines that a change in the services or Contract Price is required, the Contractor may submit a written Change Order request that includes the estimate for increases or decreases and an explanation of requested changes. The Director shall review the Change Order request to determine if the change is valid before authorizing. If the Director elects to authorize the change, the Director will compute the reduction from or addition to the Contract Price and will authorize the Change Order in writing. All Change Orders must be submitted and approved in writing. Contractor is not authorized to perform any additional services and the City shall have no obligation to pay for any additional services or change in the services unless a Change Order is approved

by the City. **The Contractor shall not have any obligation to perform any change in the services until a Change Order has been authorized and issued by the Director.**

4.7.7 Change Orders are subject to the Allocated Funds provisions of this Agreement.

5. TERM AND TERMINATION

5.1 Term and Renewal Options

This Agreement is effective on the Countersignature Date and remains in effect until one (1) year thereafter, unless sooner terminated under this Agreement. If the Director, at his or her sole discretion, makes a written request for renewal to Contractor (with a copy of the request sent to the CPO) at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the initial term, this Contract may be renewed for up to two successive one-year terms upon the same terms and conditions.

5.2 Termination for Convenience by the City

5.2.1 The Director may terminate this Agreement at any time in its entirety without cause by giving five (5) days written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice for all services performed, but not already paid for, through the date of termination for the respective task order; or, in the case of the termination of this Agreement in its entirety, which shall be payable in the manner provided in Section 4 of this Agreement.

5.2.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED, IF ANY, ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

5.3 Termination for Cause by the City

5.3.1 If Contractor defaults under this Agreement, the Director may either terminate this Agreement in its entirety or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- a. Contractor fails to perform any of its material duties under this Agreement;
- b. Contractor abandons the performance of services under this Agreement, neglects to perform the Scope of Services in connection with the Agreement in a timely manner, or refuses or neglects to supply or proper or sufficient materials or workmen, or fails to perform under the provisions of any of the Program Documents pertaining to the Scope of Services;
- c. Any warranty or representation made by the Contractor in this Agreement is at any time false or misleading in any respect;
- d. Contractor becomes insolvent;
- e. All or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
- f. Contractor violates any law or ordinance; or
- g. A receiver or trustee is appointed for Contractor.

5.3.2 If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor (with a copy of the notice to the CPO) describing the default and setting a termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Agreement will terminate on the termination date, at no further obligation to the City. To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO.

5.3.3 After receiving the termination notice in Section 5.3.2, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

5.3.4 If the City terminates this Agreement in its entirety for cause, the City may take possession of the site or sites at which work is performed under this Agreement and utilize any and all materials and appliances to be provided under the respective Program Documents which are located on the site or sites to finish the Scope of Services. The City shall not prejudice any of the City's rights or remedies under this Agreement or the respective Program Documents, or by law, by terminating this Agreement in its entirety for cause or by taking possession of the site or sites.

5.4 Effect of Termination

5.4.1 Upon termination of this Agreement, Contractor is permitted ten (10) days within which to remove Contractor-owned material and equipment from the premises. The Director shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The Director reserves the right to deny any extension of time.

5.4.2 In case of termination of this Agreement in its entirety, for cause pursuant to this subsection 5.4, the Contractor shall not be entitled to receive any payment for the Scope of Services or authorized Change Order until the authorized services, are completed. Upon completion of the Scope of Services, the Contractor shall be entitled to payment for the Scope of Services performed through the date of termination, to the extent services have been performed in

accordance with the terms and/or conditions of this Agreement, less any damages and expenses incurred by the City in finishing the services, including any costs in addition to or in excess of those originally contemplated in the Scope of Services . If the cost in completing the services is greater than the original Contract Price, the Contractor shall pay the difference to the City upon ten (10) days written demand.

5.4.3 In the event of termination or expiration, whichever is earlier, Contractor shall, at Contractor's own expense and at no cost to the City, transfer all City Information, Documents, all City data, including but not limited to City-specific data, Works, and any other work product created under this Agreement for the City or any other Documents or materials as specified by the Director, to City within two days.

5.4.4 Upon request by the Director at any time during the Initial Term or any renewals thereto, and upon expiration or termination of this Agreement, Contractor shall, at Contractor's own expense and at no cost to the City, retain, migrate, or dispose of the City Data as directed by the Director. Within two (2) days of Contractor's receipt of the Director's written request to retain, migrate, or dispose of the City's Data, Contractor shall notify the Director in writing of the estimated storage size and types of data to be retained, migrated, or disposed of. Within thirty (30) days of Contractor's receipt of the Director's written request to retain, migrate, or dispose of the City Data, Contractor shall, at no cost to the City, perform the following to the extent applicable unless otherwise directed by the Director:

- a. deliver the City Data (in whole or in part, as directed by the Director) and physical media owned or provided by the City to the Director, in the format and on the media requested by the Director;
- b. destroy the City Data (in whole or in part, as directed by the Director) and provide a notarized statement of destruction to the Director;
- c. destroy physical media using secure methods;
- d. remove the City Data (in whole or in part, as directed by the Director) from the hosted database, storage device, or other repository or storage means; or
- e. retain the City Data (in whole or in part, as directed by the Director) and migrate the designated information to a mutually agreed upon, secure location, database, or storage device for storage and retention of City Information.

5.5 Suspension of Services

5.5.1 The Director may, by written notice to Contractor, suspend at any time the performance of any or all portions of the services to be performed under the Agreement. Upon receipt of such notice, Contractor shall, unless the notice requires otherwise:

- a. Immediately discontinue services on the date and to the extent specified in the notice;
- b. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City of all subcontracts, orders and other agreements to the extent that they relate to the performance of suspended work;
- c. Continue to protect and maintain the services including those portions of the services which have been suspended; and
- d. Take any other reasonable steps to minimize costs associated with such suspension.

6. MISCELLANEOUS PROVISIONS

6.1 Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractors' performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

6.2 Force Majeure

6.2.1 Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. "**Force Majeure**" means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation; interest rates; economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive, or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or other payment.

6.2.2 This relief is not applicable unless the affected Party does the following:

- a. Uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure.
- b. Provides the other Party with prompt written notice of the cause, its anticipated effect and estimated time of suspension of performance.
- c. The Contractor must notify the Director in writing of the delay and the reason or reasons for the delay within three (3) days after the beginning of such delay. All such extensions shall be documented by a written change order executed by the Contractor and Director.

6.2.3 The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

6.2.4 The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

6.2.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

6.2.6 Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

6.3 Entire Agreement

6.3.1 This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

6.4 Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement. An approval by the Director or by any other employee or agent of the City, that is not specifically authorized herein, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

6.5 Applicable Laws

6.5.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.5.2 The Parties consent to venue for any litigation relating to this Agreement is Harris County, Texas.

6.6 Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section 1.2. Postage or delivery charges must be paid by the party giving the notice.

6.7 Interpretation

6.7.1 Captions - Captions contained in this Agreement are for reference only, and therefore have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

6.7.2 Ambiguity - If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

6.7.3 Severability - If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

6.8 Non-Waiver

6.8.1 If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

6.8.2 An approval by the Director or by any other employee or agent of the City of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

6.9 Acceptance and Approvals

6.9.1 Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.10 Inspections and Audits

6.10.1 Any City, State and Federal governmental entity, by and through their authorized representatives may perform, or have performed, (i) audits of all documents and records pertinent to the Scope of Services, and (ii) inspections of all places where services are performed in connection with this Agreement. Contractor shall keep its books and records available for this purpose for (i) the time period required by 2 CFR §200.333 (retention requirements for records) in the event the City receives all federal funds under the Agreement; or (ii) five (5) years after the Agreement terminates, whichever is longer. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.

6.10.2 Audits of Contractor's books, documents, papers, and records, including electronic versions, pertaining to the Scope of Services, may include, but are not limited to:

- a. payroll and personnel records, such as salaries, benefits and bonuses;
- b. subcontractor agreements, records and invoices;
- c. any accounting or management systems, or computers or servers on which City information is stored; and
- d. all documents or files evidencing costs and underlying expenses relating to Contractor's performance.

6.10.3 Contractor shall provide the Director, the City, the GLO, HUD, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making copies, audits, examinations, excerpts, and transcriptions. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6.10.4 Contractor shall provide the City, the GLO, HUD, and other applicable governmental agencies, or their authorized representatives access to work sites pertaining to the services being completed under this Agreement. Contractor shall allow the City, the GLO, HUD, or an entity or organization approved by the City, the GLO, or HUD, to conduct inspections, as required, to ensure an acceptable level of services as determined by the City, the GLO, or HUD. No notice to the Contractor is required prior to an inspection.

6.10.5 If any audit or inspection performed by HUD, GLO, City or any other local, state or federal entity providing funding to pay for Contractor's services under this Agreement, results in the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay fees and/or expenses for Contractor's services, based on Contractor's performance under this Agreement, Contractor shall repay, refund, and/or reimburse the City for all of such fees and/or expenses required to be paid by the City or in the case of a City audit, amounts requested or disallowed by the City, as unallowed or unauthorized, or otherwise inconsistent with this Agreement or Task Order. Contractor shall be given a reasonable opportunity to review and dispute in writing the findings of such audit or inspection. Any adjustments or payments that must be made as a result of any such audit or inspection of the Contractor's performance under the Agreement, including invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the written findings by the City to the Contractor. In no event will the Contractor be responsible for disallowed, recaptured or reimbursed amounts that the City has paid to any party other than Contractor. Each Party shall bear its own costs of any such audit.

6.11 Enforcement

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

6.12 Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including, but not limited to, the indemnity, warranty and confidentiality provisions.

6.13 Publicity

Contractor shall make no announcement or release of information concerning this Agreement or the services provided under it unless the release has been submitted to and approved, in writing, by the Director.

6.14 Parties in Interest

This Agreement does not bestow any rights upon any third party but binds and benefits the City and Contractor only.

6.15 No Quantity Guarantee

6.15.1 This Agreement does not create an exclusive right in Contractor to perform all services concerning the subject of this Agreement. The City may procure and execute contracts with other contractors for the same, similar, or additional services as those set forth in this Agreement, or Scope of Services.

6.15.2 The City makes no express or implied representations, warranties, or guarantees whatsoever, that any particular quantity, type, task area, or dollar amount of services will be procured or purchased from Contractor through this Agreement or any Scope of Services; nor does the City make any express or implied representations, warranties, or guarantees, whatsoever for the amount or value of revenue that Contractor may ultimately derive from or through this Agreement, or the Scope of Services.

6.16 Successors, Assignments and Delegation

6.16.1 This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets as set out in the following section. This Agreement does not create any personal liability on the part of any employee, officer, or agent of the City.

6.16.2 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent which consent shall not be unreasonably withheld. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

6.16.3 Notwithstanding this provision, it is mutually understood and agreed that Contractor may subcontract with others for some or all the services to be performed. In any approved subcontracts, Contractor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Contractor as specified in this Contract. Nothing in this Contract shall be construed to relieve Contractor of the responsibility for ensuring that the goods delivered, and/or the services rendered by Contractor and/or any of its subcontractors comply with all the terms and provisions of this Contract.

Contractor will provide written notification to the City of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

6.17 Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive but are cumulative of all rights and remedies which exist now or in the future consistent with this Agreement. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

6.18 Dispute Resolution

6.18.1 For purposes of this Section "Project Manager" means the person the Director designates to monitor the progress of all Parties' performance under this Agreement.

6.18.2 Except as may otherwise be provided by law, a dispute that (1) does not involve a question of law; (2) arises during the performance of this Agreement; and (3) is not resolved between the Project Manager and Contractor must be handled as described below:

- a. The Project Manager shall put its decision in writing and mail or otherwise furnish Contractor with a copy. Contractor may abide by the decision or may appeal the decision to the Director.
- b. If Contractor desires to appeal a decision of the Project Manager, Contractor must submit a written appeal to the Director. Contractor must file its written appeal within 15 working days following receipt of the Project Manager's original decision. The Director shall provide Contractor with a written response to the appeal within 14 working days following its receipt. The decision of the Director is final.

6.19 Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in **Executive Order No. 1-7**, as revised from time to time are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for download from the City of Houston's website at: <http://www.houstontx.gov/obo/popforms.html>.

6.20 Non-Discrimination

Contractor shall comply with the applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 C.F.R. Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Contractor shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in Exhibit "G".

6.21 HUD Requirements

The Parties acknowledge that the City intends to seek reimbursement from the GLO for costs incurred under this Agreement. Contractor shall comply with and shall perform services in compliance with all GLO/HUD requirements outlined in the

Agreement, including the applicable exhibits (Exhibits "D", "E", "F", "G", "H", and "I").

6.22 CONTRACTOR DEBT

6.21.1 IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, HE/SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

6.23 Zero Tolerance Policy for Human Trafficking and Related Activities

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Countersignature Date. Contractor shall notify the City's Chief Procurement Officer, City Attorney, and the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

6.24 Anti-Boycott of Israel

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

6.25 Flow-Through Provisions

6.25.1 The City is a subrecipient of federal funds to be awarded and administered by the Texas General Land Office pursuant to a contract between the GLO and the City ("GLO Contract"), the number for which is yet to be determined. The City will be a party to the GLO Contract that will contain Flow-Through Provisions applicable to this Agreement. These Flow-Through Provisions must be approved in writing by the Parties and shall be incorporated herein as an exhibit to this Agreement and shall supplement the provisions of this Agreement without the need for an amendment hereto. Contractor shall comply with the terms set out in the Flow-Through Provisions exhibit except, in the event of a conflict between the Flow-Through Provisions exhibit and the terms of the Agreement, the controlling provision will be determined as expressly stated in the Flow-Through

Provisions exhibit and if it is not expressly stated therein, the sections of the Agreement will control. For example, and without limiting the generality of the foregoing, Contractor's indemnity obligations to the City are governed by Section 3.7 of this Agreement.

6.25.2 In the event the City is a recipient or subrecipient of other grant, federal, or state funds or the City otherwise uses restricted funds to pay Contractor for services or expenses provided under this Agreement, Contractor shall agree, in writing, to be bound by the same contract or grant terms and conditions, laws, and regulations as the City, to the extent relevant to Contractor's Scope of Services ("Additional Flow Down Provisions"). Contractor's agreement to the Additional Flow Down Provisions must be in writing, signed by the Contractor and Director and approved by the City Attorney or designee. Such written agreement does not require amendment of this Agreement but shall be incorporated into this Agreement as if fully referenced herein. If within a reasonable time after receipt of a written request from the Director (not to exceed 15 business days), the Parties are unable to reach a written agreement on the relevant Additional Flow Down Provisions following good faith negotiations, the Director, at his sole discretion may (i) immediately suspend Contractor from any further performance under the applicable Agreement, or, (ii) terminate this Agreement.

6.26 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR:

- (1) ANY AMOUNTS REQUIRED TO BE PAID OR REIMBURSED BY CONTRACTOR PURSUANT TO SECTION 6.10.5; AND
- (2) AMOUNTS OWED UNDER THE INDEMNITY PROVISIONS OF THIS AGREEMENT WITH REGARD TO CLAIMS MADE BY THIRD PARTIES; AND
- (3) CONTRACTOR'S VIOLATION OF APPLICABLE LAW; AND
- (4) CONTRACTOR'S BREACH OF ITS DATA SECURITY AND/OR CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 3.13 AND SECTION 3.14 OF THIS AGREEMENT,

CONTRACTOR'S MAXIMUM LIABILITY IN THE AGGREGATE FOR ALL DAMAGES, CLAIMS, LOSSES, EXPENSES, COSTS, REMEDIES, OR LIABILITY OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND THE CITY'S REMEDY FOR ALL CAUSES OF ACTION ARISING HEREUNDER, WHETHER BASED IN AGREEMENT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, EQUITY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000.00).

6.27 Contract Work Hours and Safety Standards

Contractor shall comply with Federal Acquisition Regulation (FAR) 52.222 - 4 - Contract Work Hours and Safety Standards - Overtime Compensation (May 20, 2018).

6.28 Energy Efficiency

6.28.1 The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

6.28.2 The Contractor agrees to include the above paragraph in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

z/realestate/pierce/outreachintakemanagementfinal10.22.2018

EXHIBIT A

SCOPE OF SERVICES
ICF INCORPORATED, L.L.C. ("Contractor")
S67-T26599 Outreach, Intake and Case Management Services

A. CONTRACT OVERVIEW

The objective of the contract is to maximize the number of qualified applicants, through outreach, intake and case management, who successfully complete the application process, submit an application sufficient to determine eligibility, and can participate in City of Houston housing programs that will help them recover from the disaster.

Work will be completed in phases, starting on the date of the issuance of the Notice to Proceed:

- Phase I is the first three months (\$3,939,729.60)
- Phase II is the second three months (\$385,151.40)
- Phase III is third three months and ongoing, to include
 - Completed Applications, invoiced per application, not to exceed \$22,739,950
 - Other Direct Costs (ODCs), reimbursable expenses to lease and equip Housing Resource Centers, not to exceed \$1,972,752 for the term of the contract
 - Limited Legal Services, required to cure deficiencies and prepare a complete application package, not to exceed \$6,735,614 for the term of the contract

The Contractor will provide Monthly Status Reports outlining work accomplished during each month, the first of which will be due on the 30th day of November, and thereafter on the last day of each month up to the date of termination of the Agreement. The total amount to be paid under this Agreement shall not exceed \$35,773,197.

B. PROGRAM GOALS

Phase I - Months 1-3 (\$3,939,729.60)

- Contractor shall develop a Project Management Plan (PMP) to:
 - Detail staffing and work schedules
 - Provide basis for monitoring, controlling, and reporting technical progress, schedule, costs, accomplishments, and service delivery by the City and Contractor
 - Track program or project progress against schedules, costs, agreed-upon metrics and deliverables
 - Have a process to flag issues before they become severe problems
 - PMP will include: quality control plan, program monitoring procedures, change management procedures, reporting templates and master reporting schedule, data management procedures and tracking tools, records management plan and schedule
- Provide Monthly Status Reports detailing outreach and intake activities, due on the last day of the month during which activities occurred
- Provide oversight and management to include quality control, data analytics, and anti-fraud, waste and abuse support

- Develop an overarching strategic communications plan to:
 - Identify information that must be communicated
 - Identify timing, frequency, and method of communication and outreach
 - Assess language and cultural needs and develop specific messaging
 - Drive outbound messages using an omni-channel approach
 - Organize and convene a series of town hall meetings to obtain and distribute information
 - Provide translations from English to Spanish, Vietnamese, Chinese, Arabic, and Urdu for application materials and essential public information only
- Within the media budget (\$500,000) included in outreach and marketing:
 - Run five weeks of single targeted-audience print publication ¼ page advertisements across four outlets
 - Run two weeks of single targeted audience print publication ¼ page advertisement across six outlets
 - Radio advertisement with primarily Asian audience – 100 60-second spots
 - Radio advertisement for primarily Spanish audience – 240 30-second spots
 - 1,052 30-second radio spots
 - 1,428 30-second radio public service announcement spots
 - 50,000 brochures with translation into required languages
 - Creative products will not include video or rights on third-party imagery.
- City will review outreach and marketing materials with five (5) business day turnaround
- Contractor will staff an intake call center
 - Maintain adequate facilities for effective and efficient intake efforts and quality customer service, including adequate staff, such that a caller waits no more than an average of three (3) minutes for his or her call to be answered by a live person
 - 5-8 housing advisors to conduct intake from survey, adjusted depending on need of the community
 - Located in Housing Resource Center or other comparable space controlled by the Contractor
 - Customer service shall be provided Monday to Friday, 8:00 am to 6:00 pm, with adjustments depending on need
 - Provide bilingual (English/Spanish) staff in customer service positions during normal business hours. Offer those who choose the Spanish line the option to receive future correspondence in their entirety in Spanish
 - Provide, or subcontract where applicable, other bilingual staff as required by the community's needs and prevailing language(s) of the community
 - City will monitor and provide oversight to ensure adequate staffing and that needs of the community are addressed
- Contact survey respondents a minimum of three times from the date of receipt of survey through different methods

- First contact to be within three days
- Second contact five days after first contact
- Third contact seven days after second contact
- Coordinate outreach and intake activities per PMP and Standard Operating Procedures to be developed by the City and Contractor
 - Utilize sign in sheets or other documentation of participation
 - Conduct town hall events
 - Conduct special workshops to address common questions and process questions
 - Coordinate with organizations to do special events and presentations
 - Targeted canvassing door-to-door, by needs of the neighborhood
- Assign a housing advisor to work with each applicant individually
- Develop, in conjunction with the City, a system for documenting those who do not proceed to intake
- Assist with administering the survey, collect and manage survey data, analyze data, and contact potential applicants to move to Intake
- Intake to include collecting the formal program application and program supporting documentation that is needed for eligibility
 - Survey respondent is assigned to housing advisor/intake specialist within two days.
 - Housing Advisor contacts applicant within seven calendar days
 - The applicant has up to thirty days to submit application, unless directed otherwise by HCDD
 - Expected timeframe from application initiation to completed application package for City eligibility determination is sixty days for 75% of applicants
 - Upon submission of an application package, the City has fourteen calendar days to return it for more information, and Contractor has ten days for response with updated information.
- Assist with edits to finalize the application document(s)
- Procure nonprofit organizations (NPOs) currently providing relief efforts in the City to perform 25% or more of the contract amount
 - Competitively procure according to local, state and federal CDBG requirements
 - One or more NPOs may be awarded the work
- Provide case management services to an estimated 75% of all homeowner applicants

Housing Resource Centers using ODCs (\$1,972,752)

- Establish at least three (3) HRCs within 30 days of the Notice to Proceed
 - Within one week of issuance of NTP, identify five (5) facilities in locations accessible to the Harvey-impacted neighborhoods
 - Provide proposed HRC location(s) and information to evaluate whether the proposed locations are suitable to meet the City's requirements, taking into

consideration the location of the City's existing and future Neighborhood Restoration Centers (NRCs)

- Contractor shall obtain concurrence from the City prior to lease and purchase and make every effort to assure that lease and purchase costs are reasonable. Unreasonable and/or exorbitant costs will not be reimbursed.
- Sign a lease for the location for six months to one year, with options to renew, assuming full responsibility for compliance with terms and conditions of lease
- At each center, provide 5-10 staff persons, a Facilities Manager and receptionist, and adjust staffing based on needs, ongoing assessment, and complexity of the applications
- Any reimbursement for travel must be pre-approved by the City
- Purchase and set up equipment according to federal purchasing standards and cost reasonableness, with HCDD approval. Ownership of any such items purchased or reimbursed with federal funds must be transferred to the City within 30 days of contract termination. Reimbursable costs include the following:
 1. Lease of HRCs
 2. Furniture
 3. Telephones
 4. Internet Access
 5. Equipment
 6. Security during all work hours
 7. File Storage (if required)
 8. All devices, software subscriptions, software, tablets or laptops, and printers/scanners for purposes of remote communication performing field-based work (purchase of cell phones, GPS devices, and wireless cards are NOT reimbursable equipment)
 9. All other materials and equipment needed to perform work under the Agreement
- Provide services during set hours (standard M-F 8:00 am to 6:00 pm, and Saturday 9:00 am to 3:00 pm) to include security and based on needs, adjusted as determined necessary for that particular location
- Maintain two areas in HRCs to accommodate any additional, non-HCDD services related to job training/employment, financial counseling, etc
- Manage day-to-day activity at HRCs
 - Provide trained housing advisors available for customer service and intake, in sufficient number to handle intake and case management support of applicants
 - Assist with completing the survey
 - Assist residents with completing applications and gathering supporting documentation
 - Provide customer service and answer questions
 - Connect to other services
- Provide trained staff to receive applications within thirty days of issuance of NTP

- Provide at minimum two full-service mobile intake units that will be equipped to travel
 - 5-8 people in each unit
 - Purpose is to visit homebound individuals or central location aside from HRC
 - Will include specialized staff to assist people with special needs or language needs
 - Skills of the mobile units will be determined and adjusted based on need of the community

Phase II Months 4-6 (\$385,151.40)

- In addition to activities carried over from Phase I
- Establish at least two (2) additional Housing Resource Centers or minimum of five total, whichever is less
- Help applicants understand the requirements, and obtain and submit the appropriate documentation that enables the City to determine eligibility
- Identify needs or services to help the applicants to successfully complete an application
- If applicable, work collaboratively with applicant's existing case managers (e.g. any Disaster Case Manager, other organizations' case managers) to coordinate needed housing services and case management

Phase III - Months 7-12

- Outreach and Marketing services as needed (described in previous Phases)
- Maintain activities at Housing Resource Centers as described above
- Submit completed application packages for City eligibility determination

Completed Applications (\$22,739,950)

- Unit price for owner-occupied = \$832.20 and unit price for renter-occupied = \$1,013.05
- Drop-out thresholds are established for both owner-occupied applications and renter-occupied unit applications
- Should the drop-out threshold for either type of applicant, as defined in the RFP, exceed the drop-out threshold plus ten percent (10%) ("Maximum Drop-out Threshold"), Contractor will be entitled to a reimbursement for each application above the Maximum Drop-out Threshold.

Owner occupied applications (20,500): if the drop-out threshold, defined in the RFP as forty-four (44%) or 9,000 applicant drop-outs, increases to fifty-four percent (54%) or more, Contractor is entitled to a reimbursement of \$250 per application over the Maximum Drop-out Threshold.

Renter occupied applications (19,000), if the fall-out threshold, defined in the RFP as thirty-two percent (32%) or 6,000 applicant fall-outs, exceeds forty-two percent (42%), Contractor is entitled to a reimbursement of \$400.00 per application over the Maximum Drop-out Threshold.

- The City will pay 100% on invoice of a completed application

A completed Application Packet is defined as “containing back-up documentation provided in a format and with content sufficient to determine eligibility for the City of Houston’s CDBG-DR funded owner-occupied and renter-occupied programs in accordance with CDBG National Objectives of Low-Income Benefit and Urgent Need, and in compliance with HUD, GLO, and City of Houston Program Guidelines and Standard Operating Procedures (SOPs)”. External electronic sources of data will be utilized as much as possible and will be available in the City’s system of record for Contractor’s use if available. In addition to a completed application, the completed application package will contain, at a minimum, the following back-up documentation:

 1. Proof of ownership
 2. Income verification for homeowners
 3. Occupancy at time of storm
 4. Primary residence
 5. Documentation of Harvey damage and damage from other multiple events (2015 and 2016 Floods, and Ike)
 6. Location in a CDBG-DR eligible county (per Federal Register dated 2-9-2018)
 7. Child Support Status
 8. Property Tax Status
 9. Mortgage Payment Status
 10. Age of Structure documentation sufficient to inform the environmental review process
 11. Location in a floodplain
 12. Flood Insurance Status
 13. Disability/Handicap Status
 14. Presence of child under age five (5)
 15. Duplication of Benefits (DOB) details – flood insurance/SBA/FEMA awards and how those awards were spent
 16. Existence and status of tenants, lease, and relocation needs
 17. Other eligibility requirements as deemed necessary by Program guidelines and SOPs

For homeowners participating in the Homeowner-Managed Pathway, (Path B; estimated 30%), Contractor will also collect documentation regarding their eligibility for participation and will include such documentation in the Application Packet, which will include, at a minimum, the following:

1. All existing contracts for construction
 2. Contractor debarment status
 3. Any relevant contractor licensing required by local or state requirements
 4. Other criteria as determined necessary by the City of Houston
- The City will make all policy decisions and changes.
 - The City will be responsible for Duplication of Benefit calculations and verification.
 - The City will handle the processing of appeals, according to SOPs and/or program policies.

Limited Legal Services (\$6,735,614)

- Review title as necessary, issue title opinions, and to the extent required to clear title, recommend, pursue, and complete curative measures
- Provide all legal services as requested by the City throughout the process and in accordance with City policy
- The City provided estimated percentages used to develop legal services proposed value
- Payment of Legal Services based upon attached Fee Schedule, not to exceed total sum
- Limited Legal Services will be performed under the direction of a Handling City Attorney in accordance with the City Attorney's Policy on Engagement of Outside Counsel

Ongoing throughout term of Agreement

- Ensure all staff and subcontractors are trained in the City's, GLO's and HUD's CDBG-DR17 Program requirements, and the application process; to the extent there is any inconsistency among them HUD's will take priority, then the GLO's, then the City's requirements
- Facilitate communications strategies to meet reporting requirements
- Integrate NPOs throughout the entire process to provide translation, reach out to vulnerable populations, conduct information workshops, serve as housing advisors throughout the process, implement additional support services under regulatory requirements
- Assist applicants in taking the survey, including providing continuing assistance, guidance and updates to City as needed
- Assist in implementing a process beginning after the survey is complete, through the time the applicant submits a complete application sufficient for HCDD to make program eligibility determination
- Conduct comprehensive citizen engagement through multiple platforms and methods to maximize access to information for hard-to-reach populations and/or those with language or access needs
- Support outreach and marketing by attending community meetings
- Track progress and metrics for reporting
- Manage the tracking, storage, retrieval, and final disposition/uploading of all project documentation
- Conduct Intake as soon as survey responses are received
- Collect documentation from applicants, and help applicant submit application
- Maximize number of applicants that complete process
- Coordinate with Contractor's Subject Matter Experts to assist housing advisors in addressing applicant special needs
- Follow up on all surveys
- Maintain all records, supply appropriate analytics and compliance support within the City's system of record

- Develop and implement a quality control program to ensure compliance with relevant regulations

C. PERFORMANCE MEASURES

Contract is effective as of Countersignature Date. Services are to be performed as of date of issuance of NTP.

1. Kickoff meeting to provide introductions, status, updates, and initial work (Identification of NPOs and HRCs, etc) within seven days – Phase I
2. Fully staff call center within fifteen days - Phase I
3. Fully staff three HRCs within thirty days - Phase I
4. Ensure full implementation of the PMP and its component parts, including quality management
5. Distribute surveys and have intake systems in place within first 30 days. -- Phase I
6. At least 40,000 surveys completed, half homeowners and half landlords – Phase III
7. Follow up on all surveys- ongoing
8. Provide Monthly Status Reports (MSR) for at minimum first six months of contract - Phase I & Phase II
9. Contact applicants using three different, documented attempts and coordinate with the City on how to handle applicants who do not provide a response
10. Outreach to 27,000 homeowners, and 35,000 landlords – Phase I and Phase II
 - a. Conduct Town Halls and workshops with sign in sheets
 - b. Door-to-door canvassing with documentation
 - c. Special events as invited by organizations with sign in sheets
11. Intake at least 70% of applications in first six months – Phase I & Phase II
12. At least 20,500 homeowner applications and 19,000 landlord applications initiated – Phase II and Phase III
13. At least 11,500 homeowner applications and 13,000 landlord applications completed – Completed Applications
14. Maintain all records, supply appropriate analytics and compliance support within the system of record -ongoing
15. Complete daily updates within the system of record to ensure the most accurate information is available – ongoing

EXHIBIT A-1



ICF Incorporated, L.L.C.
 City of Houston, Outreach, Intake and Case Management Services
 October 10, 2018

Item #	Item	Unit	Estimated Quantity	Unit Price	Total
1	Program Outreach and Marketing Services – Cost for Outreach Plan and implementing 1 st 90 days of Outreach services	Lump Sum	1	\$2,070,277	\$2,070,277
2	Program Outreach and Marketing Services – provided upon City's request – Cost per each additional month of Outreach services	Lump Sum	1	\$55,248	\$55,248.00
3	Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application – Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications Owner-occupied	Lump Sum	1	\$1,093,865	\$1,093,865.00
4	Intake Services – Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) – assume an estimated 20,500 owner-occupied applications will initially be processed with applicant drop-out during various stages of the Intake process	Each	11,500	\$832.20	\$9,570,300.00
TOTAL OWNER-OCCUPIED (ITEMS 1-4)					\$10,664,165.00
5	Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application – Renter-occupied – Estimated 25,000 Landlord Surveys distributed and 19,000 notifications	Lump Sum	1	\$1,105,491	\$1,105,491.00
6	Intake Services – Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume an estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various stages of Intake process	Each	13,000	\$1,013.05	\$13,169,650.00
TOTAL RENTER-OCCUPIED (ITEMS 5-6)					\$14,275,141.00
TOTAL ALL ITEMS (ITEMS 1-6)					\$27,064,831.00
TOTAL PERCENT RESERVED FOR NON-PROFIT ORGANIZATIONS					0%
Total Estimated Facilities					\$1,972,752

Limited Legal Services

Item #	Limited Legal Services (to include the following services)	Estimated Quantity	Unit Price
7	Title-Full Search	Undetermined at this time	\$300.00
8	Release of Lien	Undetermined at this time	\$175.00 plus filing fee
9	Power of Attorney	Undetermined at this time	\$175.00
10	Power of Attorney	Undetermined at this time	\$175.00
11	Not one and the Same Affidavit	Undetermined at this time	\$175.00
12	Small Estate Affidavit	Undetermined at this time	\$175.00 plus filing fee
13	Release of notice of seizure, preparation and filing	Undetermined at this time	\$175.00 plus filing fee
14	Affidavit of Heirship	Undetermined at this time	\$175.00 plus filing fee
15	Guardianship	Undetermined at this time	\$150.00 per hour- maximum amount \$1000.00
16	Modification of Guardian Ship	Undetermined at this time	\$150.00 per hour- maximum amount \$1000.00
17	Correction Instrument	Undetermined at this time	\$175.00 plus filing fee
18	Correction Instrument	Undetermined at this time	\$175.00 plus filing fee
19	Redemption of Tax Sales	Undetermined at this time	\$150.00 per hour- maximum amount \$1000.00
20	Gift Deed	Undetermined at this time	\$175.00 plus filing fee
21	Renunciation and Disclaimer of Property	Undetermined at this time	\$175.00 plus filing fee
22	Guardianship proceedings	Undetermined at this time	\$150.00 per hour- maximum amount \$1000.00

Total Estimated Limited Legal Services	\$6,735,614
Total Estimated Price	\$35,773,197

Item/Description	Milestone	Acceptance Criteria	% of Unit Price	Invoice Price
Item 1: Program Outreach and Marketing Services - Cost for Outreach Plan and implementing 1st 90 days of Outreach services	1	Work accomplished as stated in the 1st MSR	33% \$	683,191
	2	Work accomplished as stated in the 2nd MSR	33% \$	683,191
	3	Work accomplished as stated in the 3rd MSR	34% \$	703,895
Total Item 1 Price:			100% \$	2,070,277
Item 2: Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services	Monthly as needed	Work initiated and stated in the MSR for month-to-month services	100% \$	55,248
Total Item 2 Price:			100% \$	55,248
Item #3: Development & Distribution of Survey documents, Analysis and Report of Results, and Notify Survey Responders of when to submit full Program Application - Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner occupied	1	Work accomplished as stated in the 1st MSR	40% \$	437,545
	2	Work accomplished as stated in the 2nd MSR	30% \$	328,160
	3	Work accomplished as stated in the 3rd MSR	15% \$	164,080
	4	Work accomplished as stated in the 4th MSR	7% \$	76,570
	5	Work accomplished as stated in the 5th MSR	5% \$	54,693
	6	Work accomplished as stated in the 6th MSR	3% \$	32,817
Total Item 3 Price:			100% \$	1,093,865
Item/Description	Milestone			Invoice Price
Item #4: Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications	Reoccurring milestones based on number of applicants (11,500)*		\$	832.20
Total Item 4 Unit Price:			0% \$	832.20
Total Units				11,500
Total Item 4:			100% \$	9,570,300
Total Owner-Occupied (Items 3-4):			\$	10,664,165
Item #5: Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000	1	Work accomplished as stated in the 1st MSR	40% \$	442,196
	2	Work accomplished as stated in the 2nd MSR	30% \$	331,647
	3	Work accomplished as stated in the 3rd MSR	15% \$	165,824
	4	Work accomplished as stated in the 4th MSR	7% \$	77,384
	5	Work accomplished as stated in the 5th MSR	5% \$	55,275
	6	Work accomplished as stated in the 6th MSR	3% \$	33,165
Total Item 5 Price:			100% \$	1,105,491
Item #6: Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications	Reoccurring milestones based on number of applicants (13,000)*		\$	1,013.05
Total Item 6 Unit Price:			0% \$	1,013.05
Total Units				13,000
Total Item 6:			100% \$	13,169,650
Total Owner-Occupied (Items 5-6):			\$	14,275,141
Total All Items (Items 1-6):			\$	27,064,831
Facilities Estimated Expenses (Reimbursable at Actual Cost)			\$	1,972,752
Estimated Legal Expenses (Reimbursable at			\$	6,735,614
Total Contract Value:			\$	35,773,197

EXHIBIT A-2

EXHIBIT A-2

CITY OF HOUSTON OFFICE OF THE CITY ATTORNEY POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL

I. DEFINITIONS

A. "Handling City Attorney" means the assistant City attorney who has been assigned to supervise the Firm's provision of legal services in accordance with the terms of the professional services contract between the Firm and the City.

B. "City" means the City of Houston, Texas.

C. "Firm" means the outside law firm retained by the City to provide legal services to the City.

D. "Agreement" means a written professional services contract between the Firm and the City for provision of legal services to the City. Agreement includes a City Purchase Order with an Addendum issued by the City for the provision of legal services.

II. INTRODUCTION

When contracting with the Firm, the City of Houston Legal Department expects to receive the highest caliber of professional legal services at the most reasonable price. All Firms providing legal services to the City shall comply with the provisions and directives contained in this Policy. Unless specifically agreed otherwise in writing, this Policy on Engagement of Outside Legal Counsel ("Policy") shall supplement any related Agreement between the Firm and the City. To the extent one or more provisions of the Policy are inconsistent with the terms of the Agreement, the Agreement will govern as to the inconsistent Policy provision.

III. THE FIRM'S PROVISION OF LEGAL SERVICES

A. The Firm's Staff

1. Concurrent with execution of the Agreement, the Firm shall advise the Handling City Attorney which lawyers in the Firm will provide such legal services. Firm shall not use or bill for additional lawyers or staff without prior approval by the City Attorney.

2. Only one attorney from the Firm shall attend meetings, depositions, arguments, discovery hearings, motion conferences, and so forth. The City will not pay for the participation or attendance of more than one attorney at events absent the City Attorney's prior written approval. In the case of trials and major hearings, the Firm may have a second person attend, with the City Attorney's prior written approval.

3. As the Firm has been retained due to its expertise, the City will not pay and the Firm will not bill or invoice for any time spent or expenses incurred in educating Firm members

or employees in procedural matters or the substantive law applicable to the legal matter the Firm is handling for the City.

4. The City acknowledges that staffing changes at the Firm may be necessary from time to time. However, once the Firm's attorneys or legal assistants have begun handling a legal matter for the City, the City will not pay, and the Firm will not bill or invoice, for any resulting "downtime", "learning time", or expenses that may result from a staffing change at the Firm.

B. Coordination of Work with the City Attorney's Office

I. The Firm shall inform the Handling City Attorney of any relevant developments relating to the legal matter being handled by the Firm, including (but not limited to):

- a. Due dates for:
 - (1) Responses to pleadings.
 - (2) Responses to discovery.
- b. Hearing and trial dates.
- c. Briefing deadlines.
- d. Motion deadlines.
- e. Witness meetings and depositions.

2. If the Handling City Attorney needs to be present at a meeting with the Firm, then the Firm shall schedule the meeting at a time and place convenient for the Handling City Attorney.

3. The Firm must promptly provide drafts of any original briefs, pleadings, or other documents ("Documents") it creates in the course of handling a legal matter for the City to the Handling City Attorney, for his or her approval and a copy of documents once finalized. The City shall not pay the Firm for the fees and expenses the Firm incurs in creating such Documents until the Firm provides them to the Handling City Attorney.

4. The Firm shall ensure that the Handling City Attorney receives copies of the following items in a timely manner.

- a. All pleadings filed by all parties involved. Pleadings shall include motions and exhibit documentation.
- b. All correspondence between the parties, their counsel, or the court.

5. In cases involving litigation, the Firm shall provide a pre-trial memorandum of legal issues and potential outcomes to the Handling City Attorney at least two weeks before commencement of the trial. The Firm shall provide a post-trial memo if requested by the Handling City Attorney.

6. The Firm shall issue no press release, announcement or other release of information relating to legal matters on which it represents the City (or any party the City employs Firm to represent) without the prior consent of the City Attorney.

C. Legal Resources

1. The Firm's Use of the City Attorney's Office's Legal Resources

a. In order to reduce the City's legal costs where practicable, the Firm's attorneys shall make use of the legal personnel in the City Attorney's office, as well as any other personnel or facilities of the City. For example, the City's legal staff can help the Firm prepare discovery responses or schedule matters associated with the appearance or participation of City employees or officers. The Handling City Attorney will assist the Firm in coordinating such activities.

b. Prior to undertaking a legal research project, the Firm shall ask the Handling City Attorney to provide any research the City Attorney's Office has already performed regarding the legal matter the Firm is to handle for the City. Further, before the Firm undertakes a legal research project, the Handling City Attorney's prior approval is required.

c. In some cases, the Firm's attorney and the Handling City Attorney may share responsibilities for:

- (1) Document retrieval;
- (2) Pre-trial discovery;
- (3) Witness preparation;
- (4) Hearings;
- (5) Trial; and
- (6) Appellate work and argument.

2. Firm's Use of Other Legal Resources. When handling a legal matter for the City, the Firm shall use paralegal personnel whenever possible in order to reduce the City's overall legal costs.

IV. PAYMENT

A. The Firm's Budget and Billing Policies

1. Before the Firm begins handling a legal matter for the City, it shall provide to the City Attorney an initial budget which shall include, at a minimum, a list of each specific legal service the Firm shall perform for the City, and include:

- a. A detailed estimate of all fees, expenses, and costs the Firm shall charge for each legal service to be performed by the Firm;
- b. The identity and billing rate of each of the Firm's attorneys and paralegals who are to perform each legal services; and
- c. The amount of time the Firm expects to take to perform each legal service.

2. The Firm shall update its budget every six months or more frequently when requested by the City Attorney or Handling City Attorney. The Firm shall provide a copy of each revised budget to the City Attorney and Handling City Attorney, and shall point out and explain each material modification or change from previous budgets.

3. *If it becomes apparent to the Firm that it will exceed its budget, the Firm must promptly notify the City Attorney and First Assistant City Attorney in writing, describing in detail the reason(s) why the Firm expects to or has overrun its budget.*

4. The City will not pay any amount in excess of the Firm's budget without the prior written approval of the City Attorney and, where appropriate, the City Council.

5. Failure to submit invoices each month timely, that is on or before the first business day of the month following the month in which services are rendered or expenses incurred, may result in the City denying or reducing payment for the invoiced amounts to the extent the invoiced amounts are (a) unverifiable or disputed by the Handling City Attorney or First Assistant City Attorney, or (b) otherwise prohibited or restricted as described in Section V, Monitoring Contract Funds.

B. The Firm's Legal Fees

1. The Firm shall bill the City on a monthly basis as follows:

a. The Firm shall identify the total amount to be charged to the City for all legal services provided by the Firm.

b. The Firm shall provide a billing report for each specific legal service performed by the Firm as identified in the Firm's budget. For each such legal service, the billing report shall record:

- (1) each date on which the legal service was performed,
- (2) the time expended performing legal services on each date,
- (3) each member of the Firm, who performed this legal service during this day,
- (4) the billing rate of each member of the Firm so identified, and
- (5) the total charge for performance of the legal service by each Firm member during this day and time. A sample of this billing report is included in Exhibit "A1".

2. All time billed by the Firm shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service performed by the Firm's personnel during that time, in accordance with the list of legal services identified in the Firm's budget.

3. Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.

4. If the Firm expects to be compensated for a conference between two or more of the Firm's personnel without any participants from outside the Firm, then

a. The Firm employees shall not each charge the City for their time spent participating in the conference at their individual hourly billing rates. Instead, the Firm shall be compensated for the conference at an amount that is equal to a "special conference hourly billing rate" multiplied by the length of the conference (in hours). The "special conference hourly billing rate" shall not exceed 150% of the highest billing rate associated with the conference, which the Firm may determine in either of the two following ways:

- (1) As equal to the per-hour billing rate of the Firm employee participating in the conference with the highest per-hour billing rate, or
- (2) As equal to the pro rata billing rate for the conference, which shall be calculated as follows:
 - (a) Each member's hourly billing rate is multiplied by the number of hours that member participated in the conference;
 - (b) Each member's individual per-hour billing rate charge is added together to arrive at the total amount of charges associated with the conference; and
 - (c) The total amount of charges associated with the conference is divided by the number of Firm members participating in the conference.

b. The Firm must justify such an expense in writing at the time the bill for such a meeting is presented to the City, including a description of how the Firm arrived at the "special conference hourly billing rate" charged to the City for this conference.

C. The Firm's Expenses

1. The City shall reimburse the Firm for the actual cost of out-of-pocket expenses incurred by the Firm which are related to the legal matter the Firm handles for the City, as follows:

2. Specific Expense Provisions

a. Photocopy Expenses.

- (1) Any photocopy expenses incurred by the Firm at a cost of more than 10 cents per page must be approved in advance by the Handling City Attorney.
- (2) Any photocopy costs in excess of \$500 for a single job must be authorized in advance by the Handling City Attorney. The Firm's request for approval of such photocopy costs must be accompanied by cost estimates provided by at least three (3) photocopy vendors, one of which may be the Firm itself.
- (3) Notwithstanding (1) and (2) above, the Firm shall use vendors such as court reporters and copying services under contract with the City whenever possible. The Firm should ask the Handling City Attorney to identify such contracts for its use.

b. Travel Expenses.

(1) The Firm shall exercise prudence in incurring travel expenses. Travel expenses for lodging, meals, and out-of-town transportation shall be at reasonable rates and consistent with the City's travel policies. It shall be the Firm's responsibility to apprise itself of the City's travel policies; if clarification of such policies is required, the Firm may contact the Handling City Attorney for such clarification.

(2) The Firm shall not charge for any time a Firm member spends traveling or providing legal services during travel, unless otherwise approved in advance by the City Attorney.

(3) Whenever the Firm wishes to have more than one Firm member incur travel expenses related to the legal matter the Firm is handling for the City, the Firm must request and obtain advance approval from the City Attorney for such travel expenses. This requirement applies regardless of whether the different Firm members incur travel expenses at the same time or at different times.

(4) The Firm shall not charge for time or mileage while traveling within the City limits.

c. Telephone / Telecommunications Expenses.

(1) The City shall not pay for any of the Firm's local telephone expenses.

(2) The maximum time the City shall pay for the Firm's long-distance phone calls related to the legal matter the Firm is handling for the City (whether incurred for voice or data transmission) is 6 minutes, unless the Firm provides a detailed explanation justifying payment for a longer period.

(3) The City shall not pay for the following unless agreed to in advance and in writing by the Handling City Attorney:

(a) Fax charges for local numbers;

(b) Fax charges for long distance numbers at more than the cost of the call.

d. The City shall not pay any of the following out-of-pocket expenses incurred by the Firm unless such payment is agreed to in advance by the City Attorney:

(1) Secretarial or word processing services (normal, temporary, or overtime);

(2) Any staff service charges, regardless of when such charges are incurred, such as meals, filing, or proofreading.

e. The following Firm expenses shall not be paid for by the City in any event:

- (1) Office supplies.
- (2) Firm time spent responding to the City's billing inquiries or preparing bills, billing estimates, expense reports, budgets or status reports;
- (3) Overhead, including but not limited to, after-hours air conditioning or heating and online legal research service fees (including but not limited to any Westlaw or Lexis charges or fees), however characterized.

3. The Firm shall bill the City for its expenses by submitting invoices detailing the following for each expense for which the Firm wishes to be reimbursed:

a. Identification of the legal service performed for the City in which the Firm incurred the expense;

b. Identification of the specific expense incurred by the Firm, including but not limited to:

- (1) Long distance calls to the extent permitted under Section C(2)(c) as a reimbursable travel expenses;
- (2) Photocopying;
- (3) Cost of transcripts;
- (4) Cost of expert witnesses; and
- (5) Court costs.

c. If the expense is a travel or out-of-town living expense, then the Firm shall itemize such expenses separately on an attached form and describe in specific detail the type of expense incurred and where applicable, the person incurring the charge or participating in the event. Allowable costs are:

- (1) Travel;
- (2) Lodging;
- (3) Business meetings;
- (4) Meals;
- (5) Taxis and similar ride-sharing or transportation network vehicles (e.g. Uber, Get Me, or Lyft); and
- (6) Case-related long distance telephone or fax charges.

4. In addition to the above invoices, the Firm must also submit receipts or other documentation verifying each expense for which the Firm expects to be reimbursed by the City.

D. Audits and Review

1. At any time, representatives of the City may audit the Firm's invoices, billings, and invoicing and billing practices respecting the legal services the Firm provides to the City.

2. The Handling City Attorney shall review all bills and invoices and may request that the Firm reasonably adjust such bills and invoices to comply with the provisions and directives contained in this Policy.

V. MONITORING CONTRACT FUNDS

It is the Firm's responsibility to closely monitor expenditures under the contract and to notify the appropriate First Assistant City Attorney and the Handling City Attorney, in writing, when fees and expenses equal to 80% of the total contract funding have been accrued or committed, even if they have not yet been billed. At this point, the Firm shall stop providing services, unless instructed otherwise by the First Assistant City Attorney or City Attorney, until notified in writing that the City has allocated additional funding. The City has no obligation to pay for invoiced amounts in excess of the 80% allocation in the absence of prior, written approval from the First Assistant City Attorney or City Attorney. **THE CITY SHALL NOT HAVE ANY OBLIGATION TO PAY AND SHALL NOT PAY FOR SERVICES RENDERED OR EXPENSES INCURRED AFTER ALLOCATED FUNDS ARE EXHAUSTED.**

VI. TERMINATION

Despite the termination provisions set out in the professional services contract agreement between the City and the Firm, the Firm shall not terminate the agreement and stop providing legal services to the City in the following situations:

- A. Within 30 days of a deadline stated in the applicable docket control order;
- B. Within 60 days of a trial setting or administrative hearing or any appellate deadline in the cause in question; or
- C. In any other situation in which the Firm's termination of legal services would result in substantial prejudice to the City's rights.
- D. The Firm may withdraw in accordance with the Texas Disciplinary Rules of Professional Conduct.

THIS PROHIBITION OF TERMINATION OF THE AGREEMENT UNDER CERTAIN CIRCUMSTANCES DOES NOT AFFECT THE FIRM'S OBLIGATION TO SUSPEND THE PROVISION OF SERVICES UNDER SECTION V ABOVE.

EXHIBIT B

**EXHIBIT B
DRUG POLICY COMPLIANCE AGREEMENT**

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Developer/Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Developer/Contractor is aware of and by the time the contract is awarded or Agreement is entered into, will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed or if no notice to proceed is issued on the first day Developer/Contractor begins work under this Agreement:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Developer/Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Developer/Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date

Developer/Contractor Name

Signature

Title

EXHIBIT B-1

EXHIBIT B -1

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 20____.
Initials:

Initials A written Drug Free Workplace Policy has been implemented and employees notified. The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Initials Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

Initials Appropriate safety impact positions have been designated for employees performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

From _____ to _____ the following testing has occurred:
(start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Past Accident</u>	<u>Total</u>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Initials Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

Initials I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT C.

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I _____
(Name) (Print/Type) (Title)

as an owner or officer of _____ (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.17 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

EXHIBIT D

EXHIBIT D
CDBG PROGRAM REQUIREMENTS

All references in this document to "Contractor" shall apply to the District and any contractor, or subcontractor performing work in connection with the Voluntary Property Buyout Program, pursuant to the foregoing Agreement.

SECTION 1

Public Law 88-352 and Public Law 90-284; Affirmatively Furthering Fair Housing;
Executive Order 11063

A. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. 2000d et seq.) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause 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. [24 CFR §570.601]

B. The Contractor shall comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR §5.150 through 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing. [24 CFR §570.601]

C. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Com., p. 652; 3 CFR, 1980 Comp., p 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, if applicable. [24 CFR §570.601]

SECTION 2

Section 109 of The Housing and Community Development Act of 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 ("Section 109") and implementing federal regulations, 24 CFR §570.602, issued pursuant to Section 109. No person in the United States shall, on the basis

of race, color, national origin, religion or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds. Section 109 also prohibits discrimination on the basis of age under the Age Discrimination Act and on the basis of disability under Section 504 of the Rehabilitation Act, which shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6. [24 CFR §570.602]

SECTION 3
Environmental Standards

Contractor understands that it does not assume the environmental responsibilities located at 24 CFR §58. [24 CFR §570.604]

SECTION 4
National Flood Insurance Program

A. If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

B. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement. [24 CFR § 570.605]

SECTION 5
Displacement, Relocation, Acquisition and Replacement of Housing

Contractor understands that projects funded hereunder are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655), as applicable; and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA. [24 CFR § 570.606]

SECTION 6
Employment and Contracting Opportunities

A. Executive Order 11246, as amended by Executive Orders 11375,11478, 12086, and 12107 (Equal Employment Opportunity)

The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex 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 by the City setting forth the provisions of this nondiscrimination clause.
2. 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, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR § 60.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of the U.S. Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.
7. The Contractor will include provisions similar to paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon subcontractors or vendors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. [24 CFR § 570.607]

B. **Section 3 Of The Housing And Urban
Development Act Of 1968**

(1) The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

(2) The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

(3) The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the 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.

(4) The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

(5) Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

(6) The Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

SECTION 7 **Lead-Based Paint Poisoning Prevention Act**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R may apply to activities under the Agreement. [24 CFR §570.608]

SECTION 8
Use Of Debarred, Suspended, Or Ineligible Contractors or Subrecipients

(a) The Contractor shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5 or under the authority of the City.

(b) The Contractor shall not use CDBG funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor of a foreign country, or any supplier of products of a foreign country, that is identified by the Office of the United States Trade Representative as discriminating against U.S. firms in conducting procurement for public works projects. This restriction covers, without limitation, all architectural, engineering and construction services, and includes all products or goods, except construction equipment or vehicles used during the construction, alteration or repair which do not become part of a delivered structure, product or project. [24 CFR § 570.609]

SECTION 9
Uniform Administrative Requirements, Cost Principles and Audit Requirements

The Contractor shall comply with “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” as applicable, and as they relate to the acceptance and use of Federal funds. [24 CFR §570.610]

SECTION 10
Conflict Of Interest

A. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR Part 200, Subpart D - Post Federal Award Requirements, shall apply.

In all cases not governed by 2 CFR Part 200, Subpart D - Post Federal Award Requirements, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to 24 CFR §570.203, § 570.204 or §570.455) or §570.703(i).

- (i) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to CDBG assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the CDBG assisted activity, or with respect to the proceeds of the CDBG assisted activity.
- (ii) The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient which receives funds under the CDBG grant. [24 CFR §570.611]

SECTION 11
Executive Order 12372

Contractor understands that implementing regulations at 24 CFR Part 52 are applicable to planning or construction of water or sewer facilities only, and that such regulation does not impart any responsibility upon it, rather the regulation imposes the Executive Order Review Process upon the City when funds are proposed for activities subject to review. [24 CFR § 570.612].

SECTION 12
Eligibility for Certain Resident Aliens

Contractor understands that certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under activities meeting the requirements of section 24 CFR § 570.208 (a) that either (1) have income eligibility requirements limiting the benefits exclusively to low and moderate income persons, or (2) are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of application.

Contractor further understands that this restriction applies to covered activities funded under the Housing and Community Development Act of 1974, as amended; and that "benefits" under this section means financial assistance, public services, jobs, and access to new rehabilitated housing and other facilities made available under covered activities funded by the Community Development Block Grant Program. Benefits do not include relocation services and payments to which displacees are entitled by law. Furthermore, these restrictions apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Compliance can be accomplished by obtaining certification as provided in 24 CFR § 49.20. [24 CFR § 570.613]

SECTION 13
Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor for purposes of meeting program requirements are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without the prior approval of the City.

SECTION 14
Court Actions

The Contractor agrees to give the City immediate notice in writing of any actions or suits filed and prompt notices of any claims made against the City, the Contractor, or any of the parties involved in the implementation and administration of this Agreement.

SECTION 15
Compliance With Clean Air And Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended (42 U.S.C. 7400 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.) and the regulations of the Environmental Protection Agency, **40 CFR §15**. In compliance with the regulations, the Contractor agrees that:

A. No facility to be utilized in the project or program is listed on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to **40 CFR §15.20**.

B. The Contractor will comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) pertaining to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308, and all regulations and guidelines issued thereunder.

C. As a condition for the award of this Agreement, the Contractor shall give prompt notice to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.

D. The Contractor will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the funds provided under the Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

SECTION 16

Architectural Barriers Act and The Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR §40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 10119.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. [24 CFR § 570.614]

SECTION 17
Records For Audit Purposes

Without limitation to any other provision of this Agreement the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires for **five years** from the expiration date of the Agreement unless a longer period is required under **24 CFR §570.502**. The Contractor shall maintain records required by **24 CFR §135.120** for the period that HUD requires the records to be maintained. The Contractor will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained.

SECTION 18
Audit Requirements

a. Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available to review and audit as described hereinabove at Section 17. Contractor further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 CFR Part 200, Subpart F - Audit Requirements.

b. Single Audit - Single Audit - Contractor further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 CFR Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 CFR 200, Subpart F - Audit Requirements. Once the Contract is executed, Contractor understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

EXHIBIT E

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION— COVERED TRANSACTIONS

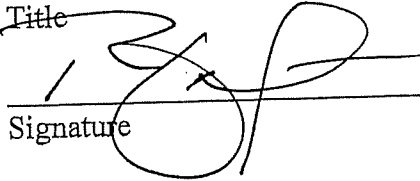
- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ICF Incorporated, L.L.C
CONTRACTOR Company Name

Contract Number

Robert F. Toth
Name

Senior Vice President, Contracts and Administration
Title



Signature

10/22/2018
Date

EXHIBIT F

EXHIBIT F
ANTI-LOBBYING CERTIFICATION

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

- 1) No Federal appropriated funds appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 etseq., apply to this certification and disclosure, if any.

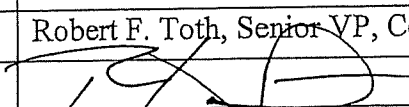
Contractor Name:	ICF Incorporated, L.L.C.
President:	John Wasson
Name of Authorized Official:	Robert F. Toth, Senior VP, Contracts & Admin.
Signature:	
Date:	October 22, 2018

EXHIBIT G

EXHIBIT G

EQUAL OPPORTUNITY CLAUSE

The applicant/Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

- (1) 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.
- (2) 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.
- (3) 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 legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement 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.
- (5) 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.
- (6) 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.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subcontract 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/Contractor 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 Agreement.

The applicant/Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor 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/Contractor 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 Contractor 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.

EXHIBIT H



**GLO CONTRACT NO. 19-147-001-B489
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
HARVEY ROUND 1 FUNDING**

The **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **CITY OF HOUSTON**, DUNS No. 832431985 (“Subrecipient”), each a “Party” and collectively “the Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Number B-17-DM-48-0001, awarded February 9, 2018, as amended August 14, 2018, and as may be further amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Programs listed in **Attachment A**, as applicable, in the City of Houston (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **SECTION 1.02** below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO. The aggregate use of CDBG-DR funds shall benefit low- and moderate-income families in a manner that ensures that at least 70 percent of the Subaward

is expended for Activities that benefit such persons, unless another percentage is permitted by HUD in a published waiver as specified in the Federal Registers.

(b) Subaward

Subrecipient submitted a Grant Application under the CDBG-DR program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in the amount of **\$1,175,954,338.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, the Program Budgets listed in **Attachment A**, and the **Performance Statements** for the Programs, attached hereto and incorporated herein for all purposes.

The GLO, in its sole discretion, may reimburse Subrecipient for allowable Project costs incurred from August 25, 2017 until the Effective Date of this Contract, in accordance with federal law, but the GLO is not liable to Subrecipient for any costs incurred prior to August 25, 2017 or after the expiration or termination of this Contract.

All funds obtained by Subrecipient from the GLO and utilized on Subrecipient's CDBG-DR Activities are subject to compliance with all Federal and State regulations governing this Contract.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Program Budgets

ATTACHMENT B: Federal Assurances and Certifications

ATTACHMENT C: General Affirmations

ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E: Special Conditions

ATTACHMENT F: **GLO Information Security Appendix**

ATTACHMENT G: **Program Completion Report**

PERFORMANCE STATEMENT 1: **Buyout Program**

PERFORMANCE STATEMENT 2: **Economic Revitalization Program**

PERFORMANCE STATEMENT 3: **Homebuyer Assistance Program**

PERFORMANCE STATEMENT 4: **Homeowner Assistance Program**

PERFORMANCE STATEMENT 5: **Housing Administration Program and Planning Program**

PERFORMANCE STATEMENT 6: **Multifamily Rental Program**

PERFORMANCE STATEMENT 7: **Public Services Program**

PERFORMANCE STATEMENT 8: **Single Family Development Program**

PERFORMANCE STATEMENT 9: **Small Rental Program**

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all guidance documents applicable to the CDBG-DR program, including, without limitation:

- (1) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (2) The Federal Registers;
- (3) The State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, as amended, found at <http://recovery.texas.gov/hud-requirements-reports/hurricane-harvey/index.html>; and
- (4) Federal Register publications and other relevant guidance documents posted at: <http://recovery.texas.gov/hud-requirements-reports/hurricane-harvey/index.html>.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, *et seq.*).

“Activity” or “Activities” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in a Subrecipient Performance Statement.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, which documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO, which is the basis for the award of funding under this Contract.

“Benchmark” means the reimbursement milestones identified in a Performance Statement required for release of Administrative and Project Delivery funding throughout the life of the Contract.

“Budget” means the budget for the Programs and Activities funded by the Contract, as specified in **Attachment A** and the **Performance Statements**, respectively.

“C.F.R.” means the United States Code of Federal Regulations.

“CDBG-DR” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“Construction Documents” means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements funded under the Contract.

“Contract” means this entire document, along with any Performance Statement or Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued and provided to Subrecipient, if any.

“Contract Documents” means the documents listed in **SECTION 1.02**.

“Equipment” means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit, as further defined at 2 CFR § 200.313.

“Event of Default” means the occurrence of any of the events set forth in **SECTION 3.03** herein.

“Federal Assurances” means Standard Form 424B (non-construction projects) or Standard Form 424D (construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, Disclosure of Lobbying Activities, also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Register(s)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices including U.S. Department of Housing and Urban Development Federal Register Docket Nos. FR-6066-N-01 and FR-6109-N-01 and any other publication affecting Hurricane Harvey – Round 1 CDBG-DR funding allocations.

“Final Inspection Report” means the document submitted by a housing inspector to a Subrecipient under a CDBG-DR Housing contract, indicating the completed construction of one Housing Unit (as defined herein).

“Fiscal Year” means the period beginning July 1 and ending June 30 each year, which is the annual accounting period for the City of Houston.

“GAAP” means “generally accepted accounting principles.”

“GASB” means accounting principles as defined by the Governmental Accounting Standards Board.

“General Affirmations” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“Housing” refers to a project involving home repair, home reconstruction, new home construction, down payment assistance, and buyout and acquisition, including housing for single-family and multi-family rental units under a CDBG-DR contract.

“Housing Unit” means one single-family dwelling or one unit in a multi-family residential complex.

“HUD” means the United States Department of Housing and Urban Development.

“Minimum Property Standards” or “MPS” means the Minimum Property Standards (MPS) established in HUD Handbook 4910.1, as amended or superseded. MPS, as read in the context of this Contract, encompasses housing quality standards established by HUD to provide “decent, safe and sanitary” housing.

“Performance Statement” means a statement of work for each Program listed in **Attachment A**, which includes specific Benchmarks and Activities required under the

Program. The Performance Statements for this Contract are listed in Section 1.02 as **Performance Statement 1, Performance Statement 2, Performance Statement 3, Performance Statement 4, Performance Statement 5, Performance Statement 6, Performance Statement 7, Performance Statement 8, and Performance Statement 9** and are substantially the forms attached hereto and incorporated herein.

“Program” means each Community Development Block Grant Disaster Recovery program administered by the City of Houston and listed in **Attachment A** (collectively, the “Programs”).

“Program Completion Report” means a report created by the GLO and included in **Attachment G**, containing an as-built accounting of all Programs completed under a CDBG-DR program, and all information required for final acceptance of deliverables and Contract closeout.

“Program Guidelines” means, collectively, the individual sets of guidelines adopted by Subrecipient and approved by the GLO governing the implementation of each Program under this Contract, as applicable.

“Project” means the work to be performed under this Contract, as described in Section 1.01(a), above and including all Programs listed in **Attachment A** and further described in the **Performance Statements**.

“Project Manager” means a representative of the GLO Community Development and Revitalization (“CDR”) Program designated to oversee the Project.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Revision” means the GLO’s written approval of changes to Benchmarks, movement of funds among budget categories, and other Contract adjustments the Subrecipient’s Director of Housing and Community Development and the GLO may approve without a formal Amendment.

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“Subrecipient” means the City of Houston, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of this Contract, issued by the GLO and provided to Subrecipient, applicable to specific subject matter pertaining to this Contract, and to which the addressed Program participants shall be subject as of a specific date.

“U.S.C.” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;
- (c) The term “including” is not limiting, and means “including, without limitation” and, unless otherwise expressly provided in this Contract,
- (d) References to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract:
- (e) References to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation, as may be amended from time to time;
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (g) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract;
- (h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters, which will be clearly identified in the Contract. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in the sole discretion of the GLO”;
Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day of Subrecipient;
- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received;
- (l) Time is of the essence in this Contract;
- (m) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) any and all applicable federal and state laws, rules, and regulations; 2) the Contract; 3) GLO-approved Program guidelines; 4) **Performance Statements**; and 5) Attachments to the Contract: **Attachment A, Attachment B, Attachment E, Attachment C, Attachment D, Attachment F, and Attachment G.**

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. The GLO shall issue and provide to Subrecipient a Technical Guidance Letter containing the GLO-established invoice submission procedures required under this Contract. Prior to the issuance of the Technical Guidance Letter, the GLO will provide Subrecipient instructions for interim invoicing processes.

With the exception of GLO-approved allowable Project costs incurred after August 25, 2017 and before the Effective Date of this Contract, the GLO must acknowledge the successful completion by Subrecipient of a specific Benchmark, which will require the submission by Subrecipient and approval by the GLO of invoices related to said Benchmark, including invoices for expenses incurred by any subcontractor, before Subrecipient may access additional Administrative and Project Delivery funds for reimbursement as outlined in the Performance Statements.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this contract, at a minimum, quarterly.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251, Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO no later than ninety (90) days after the Contract expires or is terminated. The GLO, in its sole discretion, may deny payment and deobligate remaining funds from the Contract ninety (90) days after expiration or termination of the Contract. The GLO's ability to deobligate funds under this Section 2.02 notwithstanding, the GLO shall pay all eligible reimbursement requests.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete a Program may be made only by written agreement of the Parties, under the formal Amendment process described in Section 8.15, below. Upon completion of any Program, the GLO shall formally close out the Program by issuing a close-out letter to Subrecipient. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT FINAL BUDGETS AND ACTUAL EXPENDITURES AS PART OF THE PROGRAM COMPLETION REPORTS TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATES OR EXPIRES OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE PROGRAM COMPLETION

REPORTS SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. Subrecipient shall report Program Income to the GLO in accordance with ARTICLE 4 of this Contract. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO or HUD restrictions.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last Party (“Effective Date”) and shall continue until August 16, 2024 or the Project has been fully completed and closed out, whichever date is earlier (“Contract Period”). **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY FORMAL WRITTEN AMENDMENT.**

Subrecipient must meet all Program Benchmarks stated in the Performance Statements. Subrecipient’s failure to meet any Benchmark may result in suspension of payment or termination under SECTION 3.02, 3.03 or 3.04 below.

3.02 EARLY TERMINATION

In the event the State of Texas or HUD eliminates funding under this Contract or the CDBG-DR Program is assigned to another state agency, the GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. **Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.**

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; (iii) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract; or (iv) notwithstanding the GLO’s option to terminate the Contract early under Section 3.02, the GLO fails to comply with any term, covenant, or provision contained in this Contract. Prior to a determination of an Event of Default, the Parties shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The Parties may extend the time allowed to cure any deficiency or potential cause of an Event

of Default. The Parties shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the Parties may avail themselves of any equitable or legal remedy available to them, including without limitation, the withholding of payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of either Party to insist upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy provided in this Contract, shall not impair, waiver, or relinquish any such right or remedy with respect to another Event of Default.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If the Subrecipient fails to timely submit documentation to the GLO in the time and manner required by the Contract, the GLO may, in its sole discretion, withhold any payments pending Subrecipient's correction of the deficiency.

(a) PROGRAM GUIDELINES

No later than the close of business sixty (60) days subsequent to the Effective Date of this Contract, Subrecipient must submit Program Guidelines to the GLO for approval.

(b) FORMS

Subrecipient must execute the forms included in **Attachment B** and certifies by the execution of this Contract to all affirmations in **Attachment C**, confirming compliance with required state and federal laws applicable to the Contract.

- (i)** General Affirmations are found in **Attachment C** and Subrecipient certifies by the execution of this Contract to all statements therein.
- (ii)** The Federal Assurances for Construction Programs (Standard Form 424D), as applicable to the Project, is found at Page 1 of **Attachment B** and must be executed by Subrecipient.

- (iii) The “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” is found at Page 3 of **Attachment B** and must be executed by Subrecipient.
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in a format to be specified by the GLO for each Program identified in **Attachment A**, on or before on the fifteenth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Any licenses or permits required for the work identified in the Performance Statements shall be included as a part of the monthly Activity status reports for the period during which they are obtained, pursuant to Article 8.01 herein.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **Funds disbursed under each Activity may be subject to recapture and repayment for non-compliance.**
- (b) To participate in the CDBG-DR program, Subrecipient must have a data universal numbering system (DUNS) number, and a Commercial And Government Entity (CAGE) Code.
- (c) Subrecipient must report its DUNS number and CAGE Code to the GLO for use in various reporting documents. A DUNS number and CAGE Code may be obtained by visiting the Central Contractor Registration website at:

<https://www.sam.gov>

Assistance with this web site is available by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution.

In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

SUBRECIPIENT SHALL CARRY OUT THE ACTIVITIES UNDER THE CONTRACT IN A MANNER THAT COMPLIES WITH THE TERMS AND CONDITIONS OF THE CONTRACT AND ALL APPLICABLE LAWS. THE GLO MAY RECAPTURE AND BE REIMBURSED BY SUBRECIPIENT FOR ANY PAYMENTS MADE BY THE GLO (I) THAT EXCEED THE MAXIMUM ALLOWABLE HUD RATE; (II) THAT ARE NOT ALLOWED UNDER APPLICABLE LAWS, RULES, AND REGULATIONS; OR (III) THAT ARE OTHERWISE INCONSISTENT WITH THIS CONTRACT, INCLUDING ANY UNAPPROVED EXPENDITURES. THIS RECAPTURE PROVISION APPLIES TO ANY FUNDS EXPENDED FOR THE PROJECT OR ANY PROGRAM OR ACTIVITY THAT DOES NOT MEET A CDBG-DR PROGRAM NATIONAL OBJECTIVE AS SPECIFIED IN EACH PERFORMANCE STATEMENT OR THAT IS NOT OTHERWISE ELIGIBLE UNDER CDBG-DR REGULATIONS.

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 FINAL BENCHMARKS

To ensure all programmatic requirements are met for each Program, the GLO shall only release the final five percent (5%) of each Program Budget upon submittal of completion and acceptance by the GLO of all Activities and Benchmarks identified in each Program's Performance Statement. The GLO shall disburse each Program's retained funds within thirty (30) days following approval of each Program Completion Report and all related closeout documentation necessary to determine that Subrecipient has completed all Activities in accordance with the terms and requirements of the Performance Statement, the Contract Documents, and all applicable laws, rules, and regulations.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) Except for City Materials (as defined below in 6.01(c)), and except for any third-party proprietary intellectual property or information for which the City does not have a legal ownership right, the Parties shall jointly own all right, title, and interest in and to all reports, or other material, data, drawings, computer programs, and codes created under this Contract by either Party, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge. For any City or third-party proprietary intellectual property or information for which the City has a license to use or access, the City shall provide the GLO at least one (1) user license.
- (b) Except for City Materials, and except for any third-party proprietary intellectual property or information for which the City and/or the GLO do not have a legal ownership right, Subrecipient grants the GLO and HUD, and GLO and HUD grants to Subrecipient, a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purposes, all reports, or other material, data, drawings, computer programs, and codes created under this Contract by either Party, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract by either Party.
- (c) "City Materials" means all works of authorship, materials, information, and other intellectual property created prior to the performance of any City obligation under this Contract, plus any modifications or enhancements thereto and derivative works based thereon, unless any such modifications, enhancements, or derivative works were funded using CDBG-DR funds. For clarity, if modifications, enhancements, or derivative works were funded using CDBG-DR funds, then only the applicable modification, enhancements, or derivative works are not included in the definition of City Materials.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, State of Texas, U.S. Government, or any government employee endorses a product, service, or position the Subrecipient represents. Subrecipient may not state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 PUBLICATION DISCLAIMER REQUIRED

Subrecipient shall include a disclaimer on all public information releases issued pursuant to this Contract stating that the funds for this Project or any Program are provided by the City of Houston and the Texas General Land Office through HUD's CDBG Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain, under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in Attachment D.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Upon the GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits & Monitoring Visits

The GLO may at any time perform, or instruct the performance of, an annual program and/or fiscal audit, or conduct a special or targeted audit of any aspect of the Subrecipient's operation, using an auditor of the GLO's choice. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall Project, in accordance with federal regulations set forth at 2 CFR § 200.333. **The GLO will notify all CDBG-DR program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall include copies of such licenses and permits as a part of the monthly Activity status reports for the period during which they are obtained.**

8.02 INDEMNITY

To the extent permitted under the law, except for damages directly or proximately caused by the gross negligence of the GLO, Subrecipient shall indemnify and hold harmless the State of Texas, the GLO, and the officers, representatives, agents, and employees of the State of Texas and the GLO from any losses, claims, suits, actions, damages, or liability (including all costs and expenses of defending against all of the aforementioned) arising in connection with:

- (a) This Contract;
- (b) Any negligence, act, omission, or misconduct in the performance of the services referenced herein; or
- (c) Any claims or amounts arising or recoverable under federal or state workers' compensation laws, the Texas Tort Claims Act, or any other such laws.

Subrecipient shall be responsible for the safety and well-being of its employees, customers, and invitees. These requirements shall survive the term of this Contract until all claims have been settled or resolved and suitable evidence to that effect has been furnished to the GLO. The provisions of this Section shall survive termination of this Contract. Subrecipient has not appropriated any money for payment under this Contract and nothing in this provision requires that funds be assessed or collected or that a sinking fund be created for any Claims arising under this Contract.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is a self-insured governmental entity pursuant to Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

- (d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled “Assurances – Construction Programs,” and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, Subrecipient may subcontract some or all of the services to be performed under this Contract. In any subcontracts, Subrecipient shall legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered, and/or the services rendered by Subrecipient and/or any of its subcontractors, comply with all the terms and provisions of this Contract.

For all construction contracts or subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all labor related documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such contract or subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.326 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at:

<https://comptroller.texas.gov/purchasing/>;

and the Federal General Services Administration's System for Award Management (SAM):

<https://www.sam.gov>.

8.06 PURCHASES AND EQUIPMENT

Any purchase of Equipment under this Contract shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment unless and until transferred to the GLO or disposed of in accordance with federal regulations. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment purchased with Program funds under the Contract, including the name of the manufacturer, the model

number, and the serial number, if applicable. The disposition of any Equipment shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, may initiate, in accordance with any legal authority granted by statute, regulation, or rule, communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE 7** herein. The results of such communication will be shared with Subrecipient, in writing, prior to any publication.

8.08 RELATIONSHIP OF THE PARTIES

The Parties to this Contract are associated only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. If applicable, Subrecipient shall be solely responsible for and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contracts Management Division

Subrecipient

City of Houston

900 Bagby St., 4th Floor

Houston, TX 77002

Attention: Director of Housing and Community Development Department

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR A WAIVER OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for Subrecipient to suspend performance under this Contract of Programs unaffected by the claim(s) at issue. Notwithstanding this provision, the GLO and Subrecipient reserves all legal and equitable rights and remedies available to it.

8.14 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Subrecipient shall make any information required

under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Subrecipient's failure to mark as "confidential" or a "trade secret" any information it believes to be excepted from disclosure waives all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient.

Subrecipient shall release the following information upon receipt of an open records request:

- The amount of CDBG-DR funds expected to be made available;
- The range of Programs or Activities that may be undertaken with CDBG-DR funds;
- The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and
- The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient's anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete a Program, to extend the term of the Contract, and/or to make other substantial amendments to the Contract may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of a Program, the GLO shall issue a close-out letter pursuant to **SECTION 2.03**. The formal amendment process requires submission by the GLO Project Manager of the proposed amended language or amount to the GLO Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during Project performance by the GLO by way of a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by the Subrecipient. Such approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **SECTION 2.03** hereof, final **Program Completion Reports** for all Programs performed under this Contract shall be submitted to the GLO and shall include all such informal revisions agreed to by the Subrecipient and GLO over the life of the Contract.

8.16 REVISIONS TO PERFORMANCE STATEMENTS

Performance Statements may be revised by the Subrecipient quarterly and submitted to the GLO for approval. A proposed Revision to any Performance Statement does not require application of the formal Amendment process established in Section 8.15, above, but must be approved by the GLO, in writing, in order to take effect.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachment(s), any Amendment(s) Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the

subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.20 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.21 CONTRACT CLOSEOUT

Upon completion of all Programs and Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare final **Program Completion Reports** confirming final performance measures, budgets, and expenses and the GLO will close the Contract in accordance with 2 C.F.R. §§ 200.343 through 200.345 and GLO CDBG-DR guidelines consistent therewith. The GLO will notify Subrecipient via official closeout letter upon review of the final Program Completion Report.

8.22 INDIRECT COST RATES

Unless Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.23 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, which standards may be located in various

Subrecipient governing documents, including but not limited to, the Subrecipient's Charter, Code of Ordinances, Administrative Procedures, Executive Orders, and Policies and Procedures.

8.24 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission, including GLO Contract No. 19-127-000-B465, and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreement into this contract via a Technical Guidance Letter.

8.25 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the Programs, including ensuring that Program information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
 - 1. The amount of CDBG-DR funds expected to be made available;
 - 2. The range of Activities that may be undertaken with the CDBG-DR funds;
 - 3. The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
 - 4. A clear statement if any proposed CDBG-DR Activities are likely to result in displacement and the entity's anti-displacement and relocation plan.

- (b) **Complaint Procedures:** Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business, so they may obtain a copy of these written procedures.
- (c) **Technical Assistance:** Subrecipient shall provide technical assistance to all Program participants, regardless of income, abilities, or LMI status, and shall make reasonable accommodations for any potential Program participant who requires assistance to access any Program. For example, Subrecipient shall provide an alternative means for completing a Program application for any applicant who is unable to access an online application.
- (d) Subrecipient shall maintain a citizen participation file which includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.26 SIGNAGE REQUIREMENTS

On any public building or public facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but should be legible from at least three (3) feet distance.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this Section 8.25 shall contain the following:

“This project is funded by the City of Houston, the Texas General Land Office of the State of Texas, and the United States Department of Housing and Urban Development through the Community Development Block Grant Program to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey.”

8.27 PROCUREMENT OF RECOVERED MATERIALS

- (a) To the extent applicable, the Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. That meet contract performance requirements; or
 - iii. At a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials per 2 CFR § 200.322,

information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>, along with the list of EPA-designated items.

8.28 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment F**.

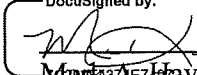
8.29 STATEMENTS OR ENTRIES

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Provider representative hereby declares that he/she has examined this Contract and Attachments, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Provider are, correct, accurate and complete.






SIGNATURE PAGES FOLLOW

**GLO SIGNATURE PAGE FOR GLO CONTRACT NO. 19-147-001-B489
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

GENERAL LAND OFFICE

DocuSigned by:

Mark A. Ravens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 1/5/2019

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DD 
SDD 
DGC 
GC 

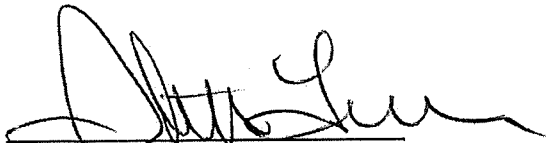
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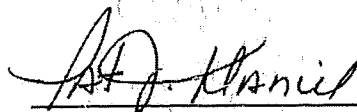
- ATTACHMENT A:** Program Budgets
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** GLO Information Security Appendix
- ATTACHMENT G:** Program Completion Report
- PERFORMANCE STATEMENT 1:** Buyout Program
- PERFORMANCE STATEMENT 2:** Economic Revitalization Program
- PERFORMANCE STATEMENT 3:** Homebuyer Assistance Program
- PERFORMANCE STATEMENT 4:** Homeowner Assistance Program
- PERFORMANCE STATEMENT 5:** Housing Administration Program and Planning Program
- PERFORMANCE STATEMENT 6:** Multifamily Rental Program
- PERFORMANCE STATEMENT 7:** Public Services Program
- PERFORMANCE STATEMENT 8:** Single Family Development Program
- PERFORMANCE STATEMENT 9:** Small Rental Program

CITY OF HOUSTON SIGNATURE PAGE FOLLOWS

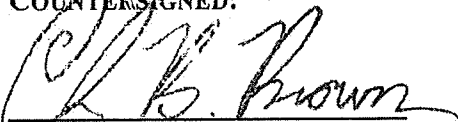
**CITY OF HOUSTON SIGNATURE PAGE FOR GLO CONTRACT NO. 19-147-001-B489
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

CITY OF HOUSTON


MAYOR 1-4-19


CITY SECRETARY Assistant

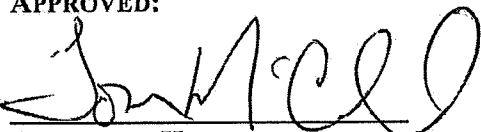
COUNTERSIGNED:


CITY CONTROLLER
Lenell Hill

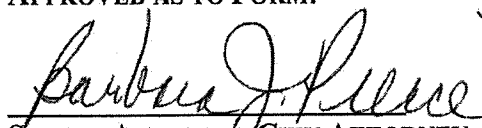
DATE OF COUNTERSIGNATURE:

1-4-19

APPROVED:


DIRECTOR, HOUSING AND
COMMUNITY DEVELOPMENT
DEPARTMENT

APPROVED AS TO FORM:


SENIOR ASSISTANT CITY ATTORNEY

ATTACHMENTS FOLLOW

**CITY OF HOUSTON SIGNATURE PAGE FOR GLO CONTRACT No. 19-147-001-B489
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

CITY OF HOUSTON

MAYOR

CITY SECRETARY

COUNTERSIGNED:

DATE OF COUNTERSIGNATURE:

CITY CONTROLLER

APPROVED:

APPROVED AS TO FORM:

DocuSigned by:

Tom McLasland

**DIRECTOR, HOUSING AND
COMMUNITY DEVELOPMENT
DEPARTMENT**

SENIOR ASSISTANT CITY ATTORNEY

ATTACHMENTS FOLLOW

CITY OF HOUSTON PROGRAM BUDGETS

Activity No.	HUD Activity Type	Other Funds	Total
	Homeowner Assistance Program		\$ 392,729,436
	Single Family Development Program		\$ 204,000,000
	Multifamily Rental Program		\$ 321,278,580
	Small Rental Program		\$ 61,205,100
	Homebuyer Assistance Program		\$ 21,741,300
	Buyout Program		\$ 40,800,000
	Public Services		\$ 60,000,000
	Economic Revitalization Program		\$ 30,264,834
	Houston Planning		\$ 23,100,000
	Houston Housing Administration		\$ 20,835,088
	Total		\$ 1,175,954,338

Draft – For review/discussion purposes only. Final Programs and Budgets to be approved by the
 U.S. Department of Housing and Urban Development.

ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

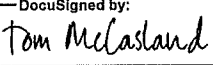
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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| <p>11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.</p> <p>12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.</p> <p>13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.</p> <p>14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of</p> | <p>Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p> <p>16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).</p> <p>18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."</p> <p>19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p> <p>20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.</p> |
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by: 	TITLE Director
APPLICANT ORGANIZATION City of Houston, Housing and Community Development	DATE SUBMITTED 1/4/2019

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of Houston, Housing and Community Development	19-147-001-B489

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Tom McCasland

SIGNATURE <small>DocuSigned by:</small> <i>Tom McCasland</i>	DATE 1/4/2019
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1 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the Subrecipient certifies that Provider's legal entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Subrecipient owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative, Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Subrecipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. Subrecipient represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Subrecipient does not boycott Israel and will not boycott Israel during the term of the Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM
23. SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO shall FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE

OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects

practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to a Program or Activity, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

GLO Housing Guidelines; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination

Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Program or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Programs or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Program or Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

- ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of a facility designated a "disaster shelter" is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient

shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the Project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of Program beneficiaries for each Program, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the Program. The guidelines must meet or exceed the requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation), as applicable.

N. COMPLIANCE PERIODS FOR PROGRAMS

Subrecipient shall adopt appropriate compliance periods for each Program or Activity, as applicable, in accordance with Federal Register regulations. The specific compliance period and loan term requirements will be recorded in the Program Guidelines, subject to GLO approval.

O. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

P. INELIGIBLE HOUSING ACTIVITIES

The following are ineligible housing activities:

- (1) Forced mortgage payoff
- (2) Incentive payments to households that move to disaster-impacted floodplains
- (3) Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance or housing incentives
- (4) Rehabilitation/reconstruction of homes located in the floodway
- (5) Rehabilitation/reconstruction of a home where:
 - i. the combined household income is greater than 120 percent AMI or the national median, and
 - ii. the property was as located in a floodplain at the time of the disaster, and

- iii. the property owner did not maintain flood insurance on the damaged property, even when the property owner was not required to obtain and maintain such insurance.
- (6) Assistance for the repair, replacement, or restoration of a property to a person who has failed to meet Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which states that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property.

GLO Information Security Appendix

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone or in conjunction with other information identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1) as of the Effective Date of this Contract.

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2), which as of the Effective Date of this Contract, reads as follows: (A) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number; (ii) driver's license number or government-issued identification number; or (iii) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or (B) information that identifies an individual and relates to: (i) the physical or mental health or condition of the individual; (ii) the provision of health care to the individual; or (iii) payment for the provision of health care to the individual. “Sensitive Personal Information” does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all PII and SPI received or generated under the Contract and any documents containing PII or SPI strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect PII and SPI that are consistent with the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any subcontractor of Provider’s subcontractor(s).
- 2.5. Subrecipient will not share PII or SPI with any third parties, except as necessary for Subrecipient’s performance under the Contract.

- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Subrecipient. Subrecipient agrees to maintain and, upon request, provide documentation of training completion. The requirement for initial privacy and security training may be satisfied by verifiable existing security awareness training.
- 2.7. Any PII or SPI maintained or stored by Subrecipient or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all data, including PII and SPI, provided to Subrecipient by the GLO.
- 3.2. Upon termination of the Contract, Subrecipient shall promptly return to the GLO all GLO-owned data possessed by Subrecipient and its employees, agents, or contractors, including any subcontractor. Subrecipient shall retain no copies or back-up records of GLO-owned data. If such return is infeasible or causes undue business hardship, as mutually determined by the GLO and Subrecipient, the obligations set forth in this **Attachment G**, with respect to GLO-owned data, shall survive termination of the Contract and Subrecipient shall limit any further use and disclosure of GLO Data to the purposes that make the return of or GLO-owned data infeasible or causes undue business hardship. However, no provision in this Section 3.2 in no event shall circumvent the record-keeping and access requirements of 24 C.F.R. Part 570. In lieu of the requirements in this Section 3.2, the GLO may direct Subrecipient to destroy any GLO-owned data in Subrecipient's possession. Any such destruction shall be certified by Subrecipient.

4. Data Mining

- 4.1. Subrecipient agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in the Contract or any document related thereto.
- 4.2. Subrecipient agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- 5.1. Subrecipient agrees to provide the GLO with the name and contact information for a Subrecipient employee which shall serve as the GLO's primary data security contact.

- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Subrecipient, Subrecipient agrees to use commercially reasonable efforts to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than twenty-four (24) hours after discovery. Notification of a Breach of Security or suspected Breach of Security shall be provided by telephone to one of the following GLO Information Security team members: Brandon Rogers, GLO Information Security Officer, at (512) 463-5763; Larissa Cameron, GLO Privacy Officer, at (512) 475-1438; Arturo Montalvo, Director of Information Security, at (512) 463-5316; and the GLO Office of Information Security (OIS) Monitoring Desk at (512) 839-7021. Within five (5) business days, Subrecipient agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- 5.4. Subrecipient agrees to take all reasonable steps to promptly mitigate a Breach of Security and reduce the risk of any further Breach of Security.
- 5.5. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Subrecipient agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. At the GLO's request, Subrecipient agrees to promptly and accurately complete a NIST based information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment. Subrecipient would also agree to provide any external IT service provider's (that they use) SSAE16 SOC Type II, Cloud Security Alliance Cloud Controls Matrix, or similar certification.
- 6.2. In conducting any audit under this section GLO shall keep Subrecipient's business practices and information technology environment ("City Security Information") strictly confidential and shall not use the City Security Information for any other purpose not expressly authorized by the City under this Contract and shall not disclose City Security Information to third parties. GLO shall destroy and certify to such destruction of all City Security Information and any other documents and materials related thereto within five business days of the expiration or termination of this Contract or when the need to know no longer exists, whichever is earlier.
- 6.3. In the event of a breach of system security, subject to applicable laws, Subrecipient shall use reasonable efforts to provide full access and cooperation for all activities determined by HUD and the GLO to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid

resolution of data breaches. All information disclosed, gathered, or accessible to the GLO, or other agency of the State of Texas, the State of Texas or HUD pursuant to this Contract, is considered City Security Information and, subject to applicable laws, is subject to the confidentiality obligations set forth in this Section 6.



Texas General Land Office Community Development & Revitalization Program HOUSING Program Completion Report

Subrecipient/Grant Administrator:

GLO Contract Number: **DUNS No.**

Contract Start Date: **Contract End Date:**

HOUSING

Part I. General Reports

Certificate of Expenditures:

Activity	GLO-CDR Budget	GLO-CDR Funds Drawn To-Date	GLO-CDR Funds not Received (including pending draws)		Local Contribution	Percent Matched
			GLO-CDR Reserved Funds	Unutilized Funds (Deob)		
Total						0 %

Civil Rights & Citizen Participation:

Requirements met and forms attached: Equal Employment Opportunity Section 3 Excessive Force Policy and Resolution Section 504

Fair Housing Activity (describe):

Work Completed Date:

Certifications:

As Executive Director, I certify that:

- a. All activities undertaken with funds provided under the contract identified in this report, have, to the best of my knowledge, been carried out in accordance with the contract agreement;
- b. The information contained in this Project Completion Report is accurate to the best of my knowledge;
- c. All records related to contractor activities are available for review;
- d. GLO-DR funds were not used to reduce the level of local financial support for housing and community development activities;
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities;
- f. For all activities undertaken with funds provided under the contract identified in this report, promotion of MBE participation has been undertaken;
- e. All requirements to Affirmatively Further Fair Housing have been met; and
- f. Proper provision has been made for the payment of all unpaid costs and unsettled third-party claims and the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified in the Certificate of Expenditures table as "GLO-CDR Reserved Funds".

Name and Title (Print)	Signature	Date
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Attachments: The following documents support this report.

Original Submittal,
also submitted via email

Revision Date revised:

Part II. Performance Report

Report work performed, performance measures and beneficiary data for each contract budget activity.

Actual Accomplishments:

Activity/Project:			
Project Description/Location:			
Project Accomplishments:		Total #:	

HUD Performance Measures:

Activity	Objective	Outcome
Benefit Indicator		
Special Category		

Beneficiary Detail - Activities

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons and households.

Activity:

Beneficiaries by Demographic:

	No. of Persons			No. of Households (demographics of the Head of Household)		
	Male	Female	Total	Male	Female	Total
Gender						
Race	Non-Hispanic	Hispanic	Sub-Total	Non-Hispanic	Hispanic	Sub-Total
Grand Total:						

Beneficiaries by Income:

Income Level	No. of Persons	No. of Owner Occupied Households	No. of Renter Occupied Households
Very Low (at or below 30% of the AMFI)			
Low (31-50% of the AMFI)			
Moderate (51-80% of the AMFI)			
Non-Low/Moderate (above 80% of the AMFI)			
Total			

Subtotal - All Low/Mod		
Percent Low/Mod	0.00%	0

Click "+" button to include another Activity/Project.

Part III Final Financial Interest Report

Report all contracts executed under this CDBG-DR contract that are valued at or above \$2,000.

Contracts with no subcontractors		Contract Amount			Qtr Executed
Type of Services	Business Name	CDBG-DR Funds	Other Funds	Total Dollars	

At least one contract executed under this CDBG-DR contract includes subcontracts valued at or above \$10,000.

No contracts executed under this CDBG-DR contract include subcontracts valued at or above \$10,000.

CITY OF HOUSTON

BUYOUT PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Buyout Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide a Buyout Program to remove homes from the housing stock that are in areas with a high risk of flooding or in areas at a high risk of flooding for Low- to Moderate-Income ("LMI") individual households affected by Hurricane Harvey. The Subrecipient may offer buyouts to Low- to Moderate Income individual households under the Low- to Moderate Buyout (LMB) or Low- to Moderate Income Housing Incentive (LMHI) or urgent need (UN), thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) and two percent (2%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible activities for the funds are as listed in HCDA section 105(a)(1), 105(a)(7-9) 105(a)(24-25), 5305(a)(8), 24 CFR 570.20(b)(4), and; 24 CFR 570.201(g) including but are not limited to Buyouts; Demolition; Relocation Assistance; Payment of Non-Federal Share; Housing incentives. A waiver eligible under FR-6066-N-01 permits housing incentives and other requirements for one-for one replacement housing, relocation, and Real property acquisition requirements.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Buyout Program	LMHI	100
Buyout Program	UN	100

Buyout Program

The Subrecipient will offer a Buyout Program that will remove approximately two hundred (200) single family or multifamily homes from areas with high flood risk. The maximum assistance provided to each property will be two hundred fifty thousand dollars (\$250,000) for buyout assistance including incentives/moving and settlement costs and other eligible project costs. The

Subrecipient will purchase residential structures that have flooded and demolish them to create park amenities, open space, or detention areas. The program is voluntary and is intended to assist residents to move out of areas that have been impacted by multiple disasters or are at high risk of flooding from future disasters. The program is also intended to reduce the impact of future disasters, while encouraging targeted revitalization efforts and the creation of open space.

The Subrecipient may work with subrecipients, such as the Harris County Flood Control District or other City Departments to implement this program. If a designee of the Subrecipient is selected, the Subrecipient will work with the designee to choose buyout project locations. Buyouts under this program may be part of a larger City or County buyout strategy, in accordance with a long-term plan for the property to become future open space or detention, to avoid removing a viable property from the housing market. It may include the buyout of impacted single and multifamily housing. Buyout property will be maintained in perpetuity as greenspace, as applicable to buyouts.

To be eligible for Assistance the Residential Structure Homeowner Properties must be Owner-occupied at the time of the storm; served as homeowner's primary residence; sustained damage from Hurricane Harvey; the property is environmentally cleared; and the property is located in a Disaster Risk Reduction Area (DRRA), repetitive flood risk area or Floodplain. The Homeowner applicants and co-applicants must be current on payments for child support; furnish evidence that property taxes are current, under an approved payment plan, or that they have an exemption under current laws and Homeowner applicants must agree to a limited subrogation of any future awards related to Hurricane Harvey, to ensure duplication of benefits compliance.

To be eligible for assistance, the Rental Property must be Renter-occupied at the time of the storm; sustained damage from Hurricane Harvey; the property is environmentally cleared; and the property is located in DRRA, repetitive flood risk area or Floodplain. The Rental Property owners must furnish evidence that property taxes are current, they are under an approved payment plan, or that they have an exemption under current laws.

Buyout Program guidelines will detail applicant or project eligibility requirements, application process, compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) regulations, and other information.

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City of Houston
Buyout Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Buyout Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_BP-LMI_CityofHouston	Buyout Program – LMHI	\$18,360,000	\$0	\$18,360,000
18-###-###_MI_BP-UN_CityofHouston	Buyout Program - UN	\$18,360,000	\$0	\$18,360,000
18-###-###_MI_BP-LMI_CityofHouston	Project Delivery- BP-LMHI	\$2,040,000	\$0	\$2,040,000
18-###-###_MI_BP-UN_CityofHouston	BP-Project Delivery - UN	\$2,080,000	\$0	\$2,080,000
	TOTAL	\$40,800,000	\$0	\$40,800,000

CITY OF HOUSTON

ECONOMIC REVITALIZATION PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following economic revitalization activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide an Economic Revitalization Program to help create job for Low to Moderate Income ("LMI") individuals and to improve the economic viability of areas affected by Hurricane Harvey in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery costs will be not exceed six percent (6%).

Economic Revitalization activities that are eligible for funding are listed in HCDA section 105(a)(17), 105(a)(19), 105(a)(22). Economic revitalization activities must contribute to the long-term recovery and restoration of housing. A waiver eligible under FR-6066-N-01 permits other national objective documentation and public benefit standards.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Economic Revitalization Program	LMI	813 jobs created/ retained

Economic Revitalization Program

The Subrecipient will offer an Economic Revitalization Program, which will support a comprehensive recovery by creating or retaining eight hundred thirteen (813) jobs at or below fifty thousand (\$50,000) per job created or retained for low and moderate-income persons through the provision of capital, credit and technical assistance to businesses, including microenterprises. Assistance may be provided through loans or grants, and assistance may be part of a revolving loan fund. It is intended that this program will support small businesses that include, but is not limited to, those providing housing construction services, to work with and complement the housing programs funded with Community Development Block Grant-Disaster Recovery funds. Economic revitalization activities must contribute to the long-term recovery and restoration of housing. The Subrecipient may utilize public and private nonprofit agencies, authorities, or

organizations and for-profit organizations to carry out the program. The application or Notice of Funding Availability/ Request for Proposal (NOFA/ RFP) process will clearly establish the process and acceptance period, threshold criteria, and the award process. Selection criteria will likely include: the need for program, cost reasonableness and effectiveness, activity management and implementation, and experience/past performance. Eligible subrecipients include public or private nonprofit agencies, authorities, or organizations and for-profit organizations.

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City of Houston
Economic Revitalization Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Project Delivery Funds	Cumulative Billing Cap by Benchmark for Project Delivery Funds
Approval of Notice Housing Guidelines, or NOFA/RFP.	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Economic Revitalization Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_ER-LMI_CityofHouston	Economic Revitalization - LMI	\$28,448,944	\$0	\$28,448,944
18-###-###_MI_ER-LMI_CityofHouston	ER-Project Delivery-LMI	\$1,815,890	\$0	\$1,815,890
	TOTAL	\$30,264,834	\$0	\$30,264,834

CITY OF HOUSTON

HOMEBUYER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient’s approved Homebuyer Assistance Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide a Homebuyer Assistance Program to provide funds for down payment, closing cost, principal buydown, and other direct financial assistance for Low- to Moderate-Income (“LMI”) individual households and households earning between eighty percent (80%) and one hundred twenty percent (120%) Area Median Income (AMI), in order to meet the dual National Objectives of benefiting low- to moderate-income persons and meeting an urgent need, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted at all locations prior to the execution and commencement of work.

This activity is eligible for Community Development Block Grant – Disaster Recovery funds as listed in 24 CFR 570.201(n) and HCDA section 105(a)(24). A waiver eligible under FR-6066-N-01 permits Homeownership assistance for households earning up to one hundred twenty percent (120%) Area Median Income and down payment assistance for up to one hundred percent (100%) of the down payment.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Homebuyer Assistance Program	LMI	200
Homebuyer Assistance Program	UN	452

Homebuyer Assistance Program

The Subrecipient will provide a Homebuyer Assistance Program, which will assist eligible applicant households earning up to one hundred twenty percent (120%) of the area median income (AMI) to purchase a home. The program will assist approximately six hundred fifty-two (652) eligible households, of which it is estimated two hundred (200) will be low to moderate income households. The Homebuyer Assistance Program will prioritize households that were impacted by Hurricane Harvey, to facilitate the movement of low to moderate income households into new homes after their homes were damaged by Hurricane Harvey. Assistance may include down payment assistance, closing cost assistance, principal buydown, and other direct financial assistance to homebuyers to finance the purchase of a home. Direct homeownership assistance under 570.201(n) allows the Subrecipient to pay up to one hundred percent (100%) of the down payment amount required by the lender. The City may also utilize other forms of direct homebuyer assistance such as subsidizing interest rates and mortgage principal amounts, including making grants to reduce the effective interest rate on the amount needed by the eligible household to achieve an affordable mortgage payment level. The maximum amount per unit is thirty thousand dollars (\$30,000). Refer to the Homebuyer Assistance Program Guidelines for additional technical guidance.

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City of Houston
Homebuyer Assistance Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Homebuyer Assistance Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Homebuyer Assistance Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_HBA-LMI_CityOfHouston	Homebuyer Assistance Program - LMI	\$6,000,000	\$0	\$6,000,000
18-###-###_MI_HBA-UN_CityOfHouston	Homebuyer Assistance Program - UN	\$13,567,170	\$0	\$13,567,170
18-###-###_MI_HBA-UN_CityOfHouston	HBA-Project Delivery-LMI	\$666,667	\$0	\$666,667
18-###-###_MI_HBA-UN_CityOfHouston	HBA-Project Delivery-UN	\$1,507,463	\$0	\$1,507,463
	TOTAL	\$21,741,300	\$0	\$21,741,300

CITY OF HOUSTON

HOMEOWNER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Homeowner Assistance Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Homeowner Assistance Program (HoAP)

The Subrecipient will provide City Managed Rehabilitation, Elevation and Reconstruction, Reimbursement, Acquisition, Homeowner Managed Rehabilitation, and Interim Mortgage Assistance. Activities are for Low to Moderate Income ("LMI") individual households and non-Low to Moderate Income individuals that were affected by Hurricane Harvey in order to meet the dual National Objectives of benefiting low-to moderate-income persons and meeting an Urgent Need, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten (10%) and two percent (2%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible housing activities allowed under CDBG-DR; HCDA Section 105(a)(1), 105(a)(3-4), 105(a)(8) 105(a)(11), 105(a)(18), and 105(a)(25), 24 CFR 570.201(g) include but are not limited to single family owner-occupied rehabilitation and reconstruction; Hazard mitigation; Relocation assistance; demolition only; other activities associated with the recovery of impacted single family housing stock; payment of non-federal share. A waiver eligible under FR-6066-N-01 permits housing incentives and other requirements for one-for-one replacement housing, relocation, and Real property acquisition requirements. A modification to the limitation on emergency grant payments for interim mortgage assistance will also be used as stated in the same Federal Register.

The following estimated activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
City Managed Rehabilitation	LMI	1,348
City Managed Rehabilitation	UN	67
Reimbursement	LMI	177
Reimbursement	UN	1,519

Acquisition	LMI	35
Homeowner Managed Rehabilitation	LMI	221
Homeowner Managed Rehabilitation	UN	259
Interim Mortgage Assistance	LMI	353
Interim Mortgage Assistance	UN	88
Total		4,067

The City of Houston will be performing the following housing activities as part of the Homeowner Assistance Program (HoAP) within the city limits of Houston. Refer to the Homeowner Assistance Program Guidelines for further technical guidance regarding each program. Guidelines must be posted on the Subrecipient's website.

City Managed, Elevation, Rehabilitation and Reconstruction

The Subrecipient will provide homeowner rehabilitation and reconstruction assistance activities for an estimated one thousand four hundred fifteen (1,415) households of which it is anticipated that one thousand three hundred forty-eight (1,348) will be Low to Moderate Income households. The City will manage and complete the construction process for the rehabilitation or reconstruction of damaged homes on behalf of homeowners. The City anticipates contracting with a firm(s) to provide design and construction services for the rehabilitation or reconstruction of damaged properties.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes, and that the entire structure complies with local health and safety codes and standards and all applicable federal, state, and local building codes, the City's Minimum Property Standards (MPS), and compliance with one of the Green Building Standards as required by the Harvey Federal Register.

All reconstructed and newly constructed housing units must comply with the universal design features in new construction, as established by the GLO's Construction Standards, RESCHECK Certification, the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code and one of the following Specifications, such as Energy Standards verified by a U.S. Department of Energy Building Energy Codes Program. All replacement housing, including manufactured housing units or modular homes, must comply with Housing and Urban

Development (HUD), program guidelines, construction standards and state, local, or regional building codes, as applicable.

Subrecipient shall conduct at a minimum a 50% inspection and final inspection as required by the GLO rehabilitation and reconstruction standards to meet the International Residential Code 2012, or the Local, County, State, or Federal Code, whichever is most stringent. If any Housing Units are located within a Catastrophe Area, as defined in Section 2210.005 of the Texas Insurance Code and suffer damage due to windstorms and/or hail, Subrecipient obtain certificates of completion from the Texas Department of Insurance pursuant to the requirements of Section 2210.2515 of the Texas Insurance Code and City's permitting office.

Reimbursement

The Subrecipient will offer a reimbursement option to an estimated one thousand six hundred ninety-six (1,696) households of which it is estimated that one hundred seventy-seven (177) will be Low to Moderate Income households. The assisted households will have completed partial or full repairs on their home before applying to the program. Households may be eligible for reimbursement of eligible expenses incurred, prior to application to the program, for work performed to minimum program standards, following an environmental clearance. Xactimate or a similar industry standard tool will be used to ensure cost reasonableness and the work will be verified through an on-site inspection by subrecipient or subrecipient's designee.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes, and that the entire structure complies with local health and safety codes and standards and all applicable federal, state, and local building codes, including the City's Minimum Property Standards (MPS).

Subrecipient shall conduct a final inspection (site inspection verifying completion of repairs).

Homeowner Managed Rehabilitation, Elevation and Reconstruction

The Subrecipient will provide a Homeowner Managed Rehabilitation option for four hundred eighty (480) households of which it is estimated that two hundred twenty-one (221) will be Low to Moderate Income households. The Subrecipient will assist homeowners to manage their own rehabilitation process and will provide construction advisory services for homeowners. The program will allow homeowners who have started the process and are under contract with a contractor at the time of application but need financial assistance to complete repairs. Homeowners will select their own licensed and insured contractor(s) and contract verifications, subject to approval and verification by the Subrecipient. Xactimate® or similar industry standard tools will be used to ensure cost reasonableness and the work will be validated through an on-site inspection. Homeowner managed rehabilitation, elevation, and reconstruction will only be available to homeowners who have initiated the repair process and are under contract with a contractor at the time of application.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes, and that the entire structure complies with local health and safety codes and standards and all applicable federal, state, and local building codes, including the City's Minimum Property Standards (MPS)

Subrecipient shall conduct progress inspections to verify repairs are completed and requirements are satisfied.

Acquisition

The Subrecipient may elect to voluntarily acquire single family homes for rehabilitation or reconstruction. The home acquired may then be reconstructed through the Single-Family Development Program or rehabilitated or reconstructed by partners. These homes would then be offered for sale to Low to Moderate homebuyers or to another homeowner with a damaged home. It is estimated that the Acquisition option may acquire an estimated thirty-five (35) homes. Assistance will be provided to homeowners located in a floodplain or residing in a repetitive flood area that agree to relocate outside of the floodplain. The Relocation incentive assistance will be offered. Applicant may receive post-disaster fair market value, which may include incentives. However, incentives may not be given to applicants that move into disaster-impacted floodplains.

Interim Mortgage Assistance

The Subrecipient will offer interim mortgage assistance for an estimated four hundred forty-one (441) households of which it is estimated that three hundred fifty-three (353) will be Low to Moderate Income households. Assistance will be provided to homeowners being served under the Homeowner Assistance Program who are making both a mortgage payment on their storm-damaged home and making a rental payment for their temporary home. These homeowners may be eligible to receive up to twenty (20) months of assistance based on the lesser of their monthly mortgage and temporary rental housing payments. This option may be considered when the rehabilitation or reconstruction of a home extends beyond three (3) months, during which mortgage payments may be due, but the home remains uninhabitable. Determination of reasonable and necessary award amounts, including duplication of benefits calculation, retroactive eligibility, and specific performance milestones for the rehabilitation/reconstruction of homes, will be established in the program guidelines.

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City of Houston
Homeowner Assistance Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

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City of Houston
Homeowner Assistance Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
City Managed Rehabilitation	Rehabilitation & Reconstruction - LMI	\$156,382,597	\$0	\$156,382,597
City Managed Rehabilitation	Rehabilitation & Reconstruction - UN	\$5,345,649	\$0	\$5,345,649
Reimbursement	Reimbursement -LMI	\$14,138,260	\$0	\$14,138,260
Reimbursement	Reimbursement -UN	\$121,553,039	\$0	\$121,553,039
Acquisition	Acquisition - LMI	\$7,069,130	\$0	\$7,069,130
Homeowner Managed Rehabilitation	Homeowner Managed Rehabilitation - LMI	\$17,672,825	\$0	\$17,672,825
Homeowner Managed Rehabilitation Option	Homeowner Managed Rehabilitation - UN	\$20,691,298	\$0	\$20,691,298
Interim Mortgage Assistance	Interim Mortgage Assistance Option - LMI	\$8,482,956	\$0	\$8,482,956
Interim Mortgage Assistance	Interim Mortgage Assistance Option - UN	\$2,120,739	\$0	\$2,120,739
Project Delivery	HoAP - Project Delivery - LMI	\$22,778,307	\$0	\$22,778,307
Project Delivery	HoAP - Project Delivery - UN	\$16,494,636		\$16,494,636
	TOTAL	\$392,729,436	\$0	\$392,729,436

City of Houston
Administration and Planning Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_ MI_Admin- CityOfHouston	Administration Program	\$20,835,088	\$0	\$20,835,088
18-###-###_MI- Plan- CityofHouston	Planning Program	\$23,100,000	\$0	\$23,100,000
	TOTAL	\$43,935,088	\$0	\$43,935,088

CITY OF HOUSTON

MULTIFAMILY RENTAL PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Multifamily Rental Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will repair multifamily properties and build new multifamily developments for Low- to Moderate Income ("LMI") individual households affected by Hurricane Harvey, in order to meet the National Objective of benefiting low- to moderate income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) and two percent (2%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible activities include rehabilitation, reconstruction, new construction, and acquisition. HCDA Section 105 (a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15). A waiver eligible under FR-6066-N-01 permits new housing construction.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Multifamily Rental Program	LMI	1,530

Multifamily Rental Program

The Subrecipient will offer a Multifamily Rental Housing program to provide an additional one thousand five hundred thirty (1,530) affordable units for low- to moderate-income households within the City of Houston. The program will include new construction, the acquisition and/or rehabilitation of multifamily rental housing, and strategic land acquisition for multifamily developments. The program will address the affordable housing shortage and meet the needs of disaster impacted rental households, including those in public housing. This program will also provide housing designed to meet the needs of special populations. Subrecipient will prioritize transactions leveraged with housing tax credits, conventional equity, conventional debt, tax exempt debt, deferred developer fees, seller notes, in-kind equity and other potential funding sources. The maximum award is forty million dollars (\$40,000,000) per development. The eligibility criteria include the following:

- i. Project must meet Community Development Block Grant-Disaster Recovery eligibility requirements

- ii. Development must be located within the city limits of Houston, except in certain cases where the City and County partner on projects that provide housing
- iii. At a minimum, fifty-one percent (51%) of the units rehabilitated or developed will be reserved for a lien period for low to moderate income households earning eighty percent (80%) or less of the Area Median Family Income (AMFI) at affordable rents. For rehabilitation or reconstruction, the lien period will be a minimum of fifteen (15) years, and for new construction, the lien period will be a minimum of twenty (20) years.
- iv. Any substantial rehabilitation, as defined by 24 CFR 5.100, or new construction of a building with more than four rental units will include installation of broadband infrastructure, as required.
- v. Property owners receiving disaster assistance that triggers the flood insurance purchase requirement have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance in writing and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so.
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no Federal disaster relief assistance in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.

Refer to the approved Multifamily Rental Program Guidelines for further technical guidance.

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City of Houston
Multifamily Rental Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Multifamily Rental Program Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Multifamily Rental Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_R-Multi-LMI_CityOfHouston	Multifamily Rental Program - LMI	\$289,150,722	\$0	\$289,150,722
18-###-###_MI_R-CityOfHouston	Multi-Project Delivery-LMI	\$32,127,858	\$0	\$32,127,858
	TOTAL	\$321,278,580	\$0	\$321,278,580

CITY OF HOUSTON

PUBLIC SERVICES PERFORMANCE STATEMENT

Subrecipient shall carry out the following public services activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Public Services Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide public services to approximately three hundred thousand (300,000) low- and moderate-income ("LMI") persons affected by Hurricane Harvey to support residents to find housing, remedy housing issues, or to become more resilient in future disasters in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) for housing activities and 6% for non-housing activities and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted on all projects prior to the execution and commencement of work. Eligible activities include the provision of public services as listed in HCDA Sec. 105(a)(8).

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Public Services	LMI	300,000

Public Services Program

The Subrecipient will provide public services to approximately three hundred thousand (300,000) low to moderate income persons. The program will provide a comprehensive approach to recovery for Houstonians. These services will support residents to find housing, remedy housing issues, and/or become more resilient in future disasters, creating a stronger, more prepared community. Services will be made accessible to individuals with wide-ranging barriers through varying outreach strategies, partnerships with organizations serving people with disabilities, and making accommodations, as needed.

Services may include housing counseling, legal assistance, transportation services, fair housing services, health/mental health services, employment training, workforce development, and other services to address the needs of those impacted by Hurricane Harvey. To address the needs of those impacted who have become homeless or are at risk of becoming homeless. Housing

counseling and legal assistance services will assist in furthering fair housing by addressing housing barriers and allowing residents greater choice to move to neighborhoods with higher opportunity. Employment training and workforce development programs, including those that support housing recovery and housing construction, will address the need for job skills to support recovery. In addition, workforce development will help boost long-term recovery by supplying residents of impacted communities with the necessary skills and opportunities to increase household income. To address the needs of those impacted who have become homeless or are at risk of becoming homeless, services may include subsistence payments, rental housing subsidies, security deposits, and other services to assist in housing and/or rehousing this population.

The provision of public services is also intended to assist residents in preparing and qualifying for housing programs offered by the Subrecipient. Remedying title or tax issues through legal services and providing housing counseling for low to moderate income communities may prepare more residents to become eligible for programs such as the Subrecipients Homeowner Assistance and Homebuyer Assistance Programs.

Refer to the approved Public Services Guidelines for further technical guidance.

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City of Houston
Public Services Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Public Services Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Public Services Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_Public-LMI_CityofHouston	Public Service - LMI	\$56,760,000	\$0	\$56,760,000
18-###-###_MI_Public-LMI_CityofHouston	Public-Project Delivery-LMI	\$3,240,000	\$0	\$3,240,000
	TOTAL	\$60,000,000	\$0	\$60,000,000

CITY OF HOUSTON

SINGLE FAMILY DEVELOPMENT PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Single Family Development Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide new affordable single family homes for Low- to Moderate-Income ("LMI") individual households affected by Hurricane Harvey, in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten (10%) and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted at all locations prior to the execution and commencement of work.

New construction is eligible based on information provided in the Federal Register waiving the requirements of 42 U.S.C.(a) HCDA Section 105 (a)(1), 105(a)(4), 105(a)(7-8), 105(a)(11), 105(a)(14-15); A waiver eligible under FR-6066-N-01 permits new housing construction.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Single Family Development	LMI	1,020

Single Family Development Program

The Subrecipient will offer a Single Family Development Program to provide one thousand twenty (1,020) new affordable single family homes for low and moderate income homebuyers This program will work in conjunction with other recovery programs to provide housing options for those directly impacted by Hurricane Harvey and those indirectly impacted due to the resulting shortage of available housing.

The construction cost is limited to two hundred thousand dollars (\$200,000) per home, however additional allocations, above the two hundred thousand dollars (\$200,000) threshold may be provided to address certain site-specific conditions including accessibility needs environmental

issues, resiliency/mitigation measures, municipal ordinances, and neighborhood requirements. Additional allocations may be allowed based on the submitted application, onsite inspection and additional requirements that will be outlined in the Standard Operating Procedure. The City will work with applicants who require American with Disabilities (ADA) accommodations to select properties that satisfy their ADA needs; and/or will incorporate ADA construction for new homes built on empty lots. The maximum award of assistance was estimated utilizing information from existing repair and reconstruction programs. The maximum amount of assistance for each unit constructed and inclusive of site-specific conditions shall not exceed two hundred seventy-two thousand dollars (\$272,000). Refer to the approved Single-Family Development Guidelines for further technical guidance.

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City of Houston
Single Family Development Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Single Family Development Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_SF-LMI_CityofHouston	Single Family Development Program - LMI	\$183,600,000	\$0	\$183,600,000
18-###-###_MI_SF-LMI_CityofHouston	SF Project Delivery -LMI	\$20,400,000	\$0	\$20,400,000
	TOTAL	\$204,000,000	\$0	\$204,000,000

CITY OF HOUSTON

SMALL RENTAL PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Small Rental Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will rehabilitate small rental properties (one (1) to seven (7) units) for Low- to Moderate-Income ("LMI") individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten (10%) and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible Program activities include Rehabilitation, Reconstruction, New Construction, and Acquisition. HCDA Section 105 (a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15). A waiver eligible under FR-6066-N-01 permits new housing construction

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Small Rental Program	LMI	600

Small Rental Program

The Subrecipient will provide a Small Rental Program to rebuild the affordable rental housing stock damaged by Hurricane Harvey by rehabilitating small rental properties (defined in this program as individual buildings with no more than seven (7) residential units) and create new housing stock through infill development of new small rental properties. This program, along with the Multifamily Rental Program, intends to meet the increased demand for affordable rental housing in Houston by rehabilitating or building approximately six hundred (600) units of rental housing, which will be available to low-and moderate-income households. It will provide financial assistance, through forgivable loans, to landlord applicants who serve a low- to moderate-income market. Refer to the approved Small Rental Program Guidelines for further technical guidance.

Property owner applicants must provide proof that the property taxes are current, have an approved payment plan, or have an approved property tax exemption in place. Applicants must agree to a limited subrogation of any future awards related to Hurricane Harvey according to duplication of benefits requirements and agree to lien period and lien requirements.

Properties must not be in a floodway and have an environmental clearance.

Developments must meet Community Development Block Grant- Disaster Recovery eligibility requirements and be located within the city limits of Houston (except in certain cases where the City and County partner on projects that provide housing).

If a single-family unit is rehabilitated or developed, it must be reserved for low to moderate income households. At least two (2) units in a duplex or triplex must be reserved for low to moderate income households. Any substantial rehabilitation, as defined by 24 CFR 5.100, or new construction of a building with more than four (4) rental units will include installation of broadband infrastructure, as required. Developments may include more than one (1) property, such as with a scattered site rental development.

Property owners receiving disaster assistance that triggers the flood insurance purchase requirement have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance in writing and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for "repair, replacement, or restoration" for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.

Applicable elevation requirements will apply to development and rehabilitation.

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City of Houston
Small Rental Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Small Rental Program Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Small Rental Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_R-Small-LMI_CityofHouston	Small Rental Program - LMI	\$55,084,590	\$0	\$55,084,590
18-###-###_MI_R-Small-LMI_CityofHouston	Small - Project Delivery- LMI	\$6,120,510	\$0	\$6,120,510
	TOTAL	\$61,205,100	\$0	\$61,205,100