



BOARD OF DIRECTORS REGULAR MEETING

December 02, 2024

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BOARD OF DIRECTORS REGULAR MEETING
AGENDA

Monday, December 02, 2024 – 5:00 PM Central
Time

The Post-Common Desk
401 Franklin Street Suite 200,
Houston, Texas 77002

The meeting will be in person and open to the public but restrictions regarding masks, allowable room capacity, and seating arrangements may be in place.

The public meeting location will be at 401 Franklin Street Suite 200, Houston, Texas 77002. The Board Chair, as presiding officer of the Board, will be physically present; Board members will also be physically present.

Please contact info@houstonlandbank.org or call us at 281-655-4600 with any questions.

AGENDA

- I. Call to Order and Roll Call
- II. Public Speakers & Registered Attendees

Speakers must be registered by 5 p.m. on Friday, November 29, 2024. To register, please use the online form at www.houstonlandbank.org/resources, e-mail info@houstonlandbank.org or call 281-655-4600. The Chair will call on speakers and allow three minutes per speaker.
- III. Consideration and Adoption of Meeting Minutes
 - a. October 17th, 2024 Board Meeting
- IV. Chairman's Greeting: Matt Zeis
- V. Committee Reports:
 - a. Executive Committee: Matt Zeis, Chair
 - b. Finance Committee: Danielle Keys-Bess, Chair
 - c. Partnership and Program Development: Chrishelle Palay, Chair
 - d. Real Estate Acquisition and Disposition: Tonzaino Bailey, Chair
 - e. Procurement and Oversight: Elaine Morales, Chair
- VI. Board Action Items
 - a. Consideration and Possible Action to Approve the 2024 Houston Land Bank Legal Service Providers per the Request for Qualifications for Legal Services as posted on August 30, 2024.

- b. Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.
- c. Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plan Act (ARPA) with Harris County.
- d. Consideration and Possible Action to Approve Adapta, Inc as the service provider for EPA Grant Management Services.
- e. Consideration and Possible Action to Authorize the Sale of 0 Arabelle, Houston, TX 77091 (HCAD 0162750160004) to Greater Ward African Methodist Episcopal Church.
- f. Consideration and Possible Action to Authorize the Houston Land Bank to approve the exchange of a HLB lot located at 8305 Brandon, awarded to Europa Homes, for the HLB inventory lot located at 4406 Larkspur, to Europa Homes, due to an encroachment issue

VII. Executive Session

NOTE: The Houston Land Bank Board may go into executive session, if necessary, pursuant to Chapter 551 of the Texas Government Code, for one or more of the following reasons: (1) consultation with its legal counsel to seek or receive legal advice or consultation regarding pending or contemplated litigation; (2) discussion about the value or transfer of real property; (3) discussion about a prospective gift or donation; (4) consideration of specific personnel matters; (5) discussion about security personnel or devices; or (6) discussion of certain economic development matters. The Board may announce that it will go into executive session on any item listed on this agenda if the subject matter is permitted for a closed session by provisions of Chapter 551 of the Texas Government Code.

Discussion may occur in executive session as provided by State law, but all Board actions will be taken in public.

VIII. Board Member Comments

IX. Adjournment

**HOUSTON LAND BANK
MINUTES OF THE BOARD OF DIRECTORS REGULAR MEETING
HOUSTON, TEXAS**

October 17, 2024

A regular meeting of the Board of Directors ("Board") of the Houston Land Bank ("HLB"), a Texas non-profit corporation created and organized by the City of Houston as a local government corporation pursuant to the Texas Transportation Code Annotated, Section 431.101, *et seq.*, and the Texas Local Government Code Annotated, Section 394.001 *et seq.*, was held at 50 Waugh Drive, Houston, Texas, on Thursday, October 17, 2024 at 12:00 p.m. Written notice of the rescheduled regular meeting, which included the date, hour, place and agenda for the regular meeting, was posted in accordance with the Texas Open Meetings Act.

Board members in attendance were:

Elaine Morales	David Collins
Matt Zeis	Danielle Keys Bess
Tonzaino Bailey	Janae Ladet
Francisco Garcia	

Board directors absent were: Marilyn Muguerza, Chrishelle Palay and Dwantrina Russell. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; Isai Mendez, Finance Director for the HLB; Lindsey Williams, Director of Community Development for the HLB; Donesha Albrow, Operations Manager for the HLB; LeKendra Drayton, Administrative Assistant for the HLB; Graciela Saenz, outside legal counsel to the HLB.

I. Call to Order and Roll Call

Chairman Zeis called this regular meeting to order at 12:11 p.m. A roll call of the Board members attending in person immediately followed. Chairman Zeis then announced that an in-person quorum of the Board was present for this meeting.

II. Public Speakers & Registered Attendees

Nothing to report.

III. Consideration and Adoption of Meeting Minutes

a. September 12, 2024 Board Meeting

Chairman Zeis then announced that the minutes for the September 12, 2024 regular meeting of the Board were previously circulated for review and comment. He asked if there were any comments and/or changes for discussion to such minutes.

Director Bess then made a motion to approve the minutes as written of the Board meeting held on September 12, 2024, which motion was duly seconded by Director Bailey and passed with the unanimous vote of the Board.

IV. Chairman's Greeting: Matt Zeis

Chairman Zeis thanked everyone for attending today's meeting. He then stated that he attended the ground breaking ceremony and demolition of the old buildings at the former Yellow Cab site along with Harris County Commissioner Adrian Garcia, representatives of Precinct 1 and Precinct 2, and Director Bess and Director Russell of the HLB Board of Directors.

Chairman Zeis then mentioned that the Board will need to meet in November and December. The November meeting will be scheduled for November 14, 2024, which is the regular meeting date, however, he would like to schedule the December meeting earlier in that month possibly on December 3, 2024, and have a social event thereafter with the Directors and HLB staff.

V. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

Chairman Zeis reported that the Executive Committee met on October 7, 2024, to discuss the partnership with Harris County for the Yellow Cab housing development, the pending projects in the Fifth Ward and Settegast neighborhoods, grant funding for Settegast area for infrastructure, and the re-platting for larger lots to provide additional inventory to build more affordable houses.

b. Finance Committee: Danielle Keys-Bess, Chair

Mr. Mendez reported that the Finance Committee met on September 26, 2024 with the auditor A Bricks Coggin CPA, LLC to discuss the results of the financial external audit for the year ending June 30, 2024, and the addition of the HLB Fund to the financial statement which was a challenge. He then informed the Board that no findings or issues were disclosed by this audit.

c. Partnership and Program Development Committee: Chrishelle Palay, Chair

Ms. Williams reported that the Partnership and Program Committee did not meet this month. She noted that the community purpose lots, the submitting of grant forms to the EPA with regard to the Valesco incinerator remediation, and acquiring property between the HLB and Houston Housing Development are moving forward. She then mentioned that the kickoff for the Finding Home Initiative is scheduled for November 20, 2024.

d. Real Estate Acquisition and Disposition Committee: Tonzaino Bailey, Chair

Directory Bailey reported that the READ Committee held a meeting on September 25, 2024, to discuss acquisitions in Settegast, and lot maintenance and clean-up activities caused by illegal dumping, and including one lot where a developer across the street is dumping dirt on the HLB lot. The committee also discussed status of the litigation with Ms. Carr, a lot acquisition in Settegast to add to the stock there, disposition of a lot to a church for parking, and properties out of compliance including but not limited to the Mayberry Homes compliance issue.

Director Bailey noted that the RFQ for home builders closed in August and 27 submissions were received and reviewed by the committee. Also, the Greater American Episcopal Church has

offered to pay \$5,000.00 for HLB lots, however the market value for such lots is more like \$21,000.00.

e. **Procurement and Oversight Committee: Elaine Morales, Chair**

Director Morales reported that the Procurement and Oversight Committee met on October 7, 2024, to review the 27 RFQ submissions from home builders, qualifications for new home builders the approval of which is on today's Agenda, review of the 27 RFQ submissions from home builders, and drafts of the RFPs for marketing and brokerage services which will open in November.

VI. Board Action Items

a. **Consideration and Possible Action to Approve the 2024-2026 Houston Land Bank Recommended Builders. Approval of this action item would officially induct these builders into the standing Houston Land Bank Approved Builder List, allowing them to purchase lots for the construction of affordable homes through the Houston Land Bank.**

Ms. Stoneham announced that approval of this item will accept the READ Committee's recommended selection of the 2024-2026 Approved Builders. This will officially induct each of approved home builders onto the Houston Land Bank Approved Builders List which will allow them to apply to purchase lots for construction of affordable homes through the HLB Traditional Homebuyers Program.

The HLB Traditional Home Buyer Program currently has a total of 18 approved builders. HLB posted its request for qualifications for new builders and developers on June 14, 2024 and closed the RFQ on August 9, 2024. HLB received 27 responses for the 2024-2026 RFQ for Builders/Developers from new builders and from current builders renewing applications from 2022. Twenty-six responses came from new applicants, and one response was from a current HLB Approved Builder wishing to renew its status as required every two years. Staff reviewed all statements of qualifications and recommends renewing the one current builder submission and 15 of the 26 new applicants who also scored high enough in the evaluation process to be proposed for approval. HLB staff proposed the builder list to the READ Committee for review, recommending the listed builders to participate in the HLB Traditional Homebuyer Program through the end of 2026.

Under the HLB Traditional Homebuyer Program, Approved Builders may purchase lots from the HLB to construct quality affordable homes, with the sale price and design approved by the HLB during the lot sale closing process.

Director Collins asked for the construction contract timeline from the execution date of the contract to the date to begin construction to the date for final completion of the affordable house. Ms. Albrow stated that under the contracts the home builders must start construction within 120 days from the execution date of the contract and complete construction of the house within 9-12 months after the start date of construction.

Director Bess made a motion to approve the list of the recommended 2024-2026 Houston Land Bank home builders, which motion was duly seconded by Director Ladet and approved with the unanimous vote of the Board.

b. Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank

Chairman Zeis announced that approval of this Agenda item will authorize execution of an Interlocal Agreement with Harris County for a one-year term to conduct land banking in Harris County under the authorization of Texas Senate Bill 1679 and extend HLB's jurisdiction to include Harris County. Currently, the HLB's jurisdiction is within the boundaries of the city of Houston. Chairman Zeis then noted that approval of this item will need to be tabled due to the lack of a quorum to approve this action item because Director Garcia, who is employed by Harris County, would need to excuse himself from any discussions and voting on this action item due to a conflict of interest. Therefore, this Agenda item will need to be placed on the agenda for the next Board meeting.

c. Consideration and Possible Action to Approve and Adopt the FY 2024 financial external audit conducted by A Bricks Coggin, CPA PLLC.

Chairman Zeis announced that approval of this agenda item will authorize the HLB Board Chair and Chief Executive Officer to approve and adopt the Fiscal Year 2024 financial external audit as of year-end June 30, 2024, along with the audit management representation letter.

Pursuant to the HLB organizational documents, the annual FY 2024 Financial Audit was conducted at the fiscal year end (June 30, 2024) by A Bricks Coggin CPA, PLLC, and the financial report was submitted on September 25, 2024. In summary, below are the respective findings of the report:

1. Independent Auditor's Report, Opinion –
 - In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and major fund of Houston Land Bank as of June 30, 2024, and the respective change in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.
2. Management Representation Letter, Financial Statements
 - The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
 - Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and

guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with U.S. GAAP.

3. Management Representation Letter, Government Specific
 - Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
 - Investments, derivative instruments, and land and other real estate held by endowments are properly valued.
 - Provisions for uncollectible receivables have been properly identified and recorded.
 - Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
 - Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
 - Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
 - Special and extraordinary items are appropriately classified and reported.
 - Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
 - Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated, or amortized.
4. No material misstatements that required corrective action were identified.
5. No disagreements arose because of the audit with Management and A Bricks Coggin CPA, PLLC.
6. There were no other significant matters, findings or issues.

Director Garcia made a motion to approve the Fiscal Year 2024 financial external audit as of year-end June 30, 2024, which motion was duly seconded by Director Morales and approved with the unanimous vote of the Board.

d. Consideration and Possible Action to Approve HLB CEO and President to sign and execute MOU with Wesley House Houston.

Chairman Zeis announced that this portion of the Board meeting may need to be held in Executive Session due to discussions on real estate matters. Director Bess made a motion for the Board to enter into Executive Session which motion was duly seconded by Director Garcia and passed with the unanimous vote of the Board. The Board meeting then entered into an Executive Session at 12:47 pm.

Ms. Stoneham stated that the approval of this agenda item will authorize the HLB Board Chairman or the HLB Chief Executive Officer to execute a Partnership Agreement with the Wesley Community Center; which is necessary to move forward with the application for the 2024 EPA Environmental and Climate Justice Community Change Grant.

The Houston Land Bank is seeking to apply for the 2024 EPA Environmental and Climate Justice Community Change Grant. This grant program is designed to support climate resilience and environmental justice initiatives in disadvantaged communities. Established under the Inflation Reduction Act, it allocates \$2 Billion to projects aimed at addressing climate change, pollution, and long-standing community disinvestment.

The program operates under two main tracks:

1. **Track I: Community-Driven Investments for Change** - This track provides large-scale grants (\$10-\$20 million) for projects like green infrastructure, renewable energy solutions, brownfield redevelopment, and community resilience hubs. These projects are intended to enhance climate adaptation and community health.
2. **Track II: Meaningful Engagement for Equitable Governance** - This smaller-scale track (\$1-\$3 million) focuses on increasing community participation in governance related to environmental and climate justice, encouraging local engagement in decision-making processes.

Eligible applicants must form statutory partnerships between community-based organizations (CBOs) and other entities such as local governments, tribes, or educational institutions, application support, and community outreach. In compliance with this requirement, HLB is requesting approval from the Board to enter into a partnership agreement with the Wesley Community Center, which is experienced in the subject matters that the grant seeks to address.

Director Bailey made a motion to reconvene the meeting in an open session, which motion was duly seconded by Director Bess and passed with the unanimous vote of the Board. The meeting then reconvened in open session at 12:57pm.

Director Bess made a motion to approve the HLB CEO and President to sign and execute and enter into a partnership agreement with the Wesley Community Center, which motion was seconded by Director Ledat and approved with the unanimous vote of the Board.

VII. Executive Session

Director Bess made a motion to close the open session of this meeting at 12:47 pm and enter into Executive Session to discuss the value of real property in Agenda item VI(a), which motion was duly seconded by Director Garcia and passed with the unanimous vote of the Board. The open session of the meeting reconvened at 12:57 pm.

VIII. Board Member Comments

Director Garcia asked if a Board retreat had been scheduled for 2024. Chairman Zeis stated that no retreat has been planned for 2024.

IX. Adjournment

Chairman Zeis asked if there were any additional matters to be discussed or considered by the Board. Hearing none, this regular Board meeting then adjourned at 1:00 p.m. upon the motion of Director Bailey which was duly seconded by Director Morales and passed with the unanimous vote of the Board.

Minutes Prepared By:

Mark Glanowski (Paralegal) of Winstead PC and
Graciela Saenz of Law Offices of Graciela Saenz, PLLC

Signed on the ____ day of _____, 2024.

Secretary

Houston Land Bank

Balance Sheet

As of September 30, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
10100 Chase - Operating 8465	181,598
10200 UNB - Operating MM 4992	100,842
10300 Chase - Lot Acquisition MM 7058	1,534,625
10400 Chase - Unrestricted MM 7066	3,295,756
10500 Chase - Unrestricted Reserve 5577	185,281
10600 Susser Bank - MM 7878	249,471
10700 Susser Bank - Savings Sweep 78781	64,376
1072 Bill.com Money Out Clearing	397
Total Bank Accounts	\$ 5,612,344
Accounts Receivable	
12100 Accts Receivable	401,819
Total Accounts Receivable	\$ 401,819
Other Current Assets	
Prepaid Expenses	
14200 Prepaid Insurance	160,439
14300 Prepaid Rent	3,689
14400 Prepaid Security Deposit	5,369
14500 Prepaid Subscription Services	10,660
Total Prepaid Expenses	\$ 180,156
Total Other Current Assets	\$ 180,156
Total Current Assets	\$ 6,194,320
Fixed Assets	
15100 Equipment	19,745
15900 Accum. Depreciation	-13,376
Total Fixed Assets	\$ 6,369
Other Assets	
16200 Lease Asset	41,921
Total 17100 Investments Held For Sale	10,192,541
Total Other Assets	\$ 10,234,462
TOTAL ASSETS	\$ 16,435,150
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20100 Accounts Payable	59,556

Houston Land Bank
Balance Sheet
As of September 30, 2024

	Total
Total Accounts Payable	\$ 59,556
Other Current Liabilities	
21100 Liabilities Due to HCDD	1,524,009
21300 Payroll Liability	28,687
21301 Retirement Liability	514
21400 Liabilities Due to HLB Fund	19,496
21600 Lease Liability - Current	21,300
21800 Unearned Revenue	266,701
21900 Other Liability - Current	-1,000
Total Other Current Liabilities	\$ 1,859,707
Total Current Liabilities	\$ 1,919,263
Long-Term Liabilities	
22600 Lease Liability - Noncurrent	22,123
Total Long-Term Liabilities	\$ 22,123
Total Liabilities	\$ 1,941,387
Equity	
30100 Unrestrict (retained earnings)	14,540,478
Net Income	-46,714
Total Equity	\$ 14,493,764
TOTAL LIABILITIES AND EQUITY	\$ 16,435,150

Houston Land Bank

Budget vs. Actuals Summary

July - September, 2024

	Total
Income	
40100 Acquisition and Development Agreement	336,262
40200 Administrative Fees	33,750
40500 Outside Sources Contributions	46,985
Total Income	\$ 416,997
Gross Profit	\$ 416,997
Expenses	
60100 Salaries and Fringe	220,224
60200 Legal Fees	25,606
60300 Professional Services	47,995
60400 Property Cost - Lot Maintenance	92,694
60500 Software and Subscriptions	10,674
60600 Rent Expense	12,417
60700 Advertising and Marketing	2,040
60800 Bank Fees	308
60900 Conference and Meetings	235
61000 Depreciation Expense	460
61200 Insurance	21,232
61300 Membership and Dues	848
61400 Office Expense	607
61500 Phone and Internet	1,844
61700 Travel Expense	5,732
61800 Other Miscellaneous Expense	200
62200 Property Cost Disposition - HLB Traditional	13,191
63200 Property Cost Disposition - NHDP	29,199
Total Expenses	\$ 485,507
Net Operating Income	-\$ 68,510
Other Income	
70100 Interest Income	21,796
Total Other Income	\$ 21,796
Net Other Income	\$ 21,796
Net Income	-\$ 46,714

PRESIDENT'S REPORT



WWW.HOUSTONLANDBANK.ORG

DECEMBER 2024



DEMO DAY FOR AFFORDABLE HOUSING

Harris County hosted Demolition Day to kick off the redevelopment of the former Yellow Cab headquarters, a project aimed at creating affordable housing in a previously blighted area. The development will include 120 multi-family units and 40 single-family homes, addressing Houston's housing needs and enhancing the community. Stay tuned for updates as we continue to bring this vision to life!

HLB IN THE COMMUNITY



HLB and H-GAC partner wto submit HUD Grant

On October 9, the Houston Land Bank (HLB) participated in a public hearing with the Houston-Galveston Area Council (H-GAC) regarding their joint application for the HUD PRO Housing Grant. This grant aims to support sustainable housing initiatives, focusing on affordable housing solutions. The collaboration seeks to revitalize underdeveloped areas, create jobs, and foster inclusive neighborhoods. Community feedback is appreciated as it strengthens the application and aligns with the needs of those served. Updates on the grant process and its potential benefits for Houston's housing landscape will follow at <https://www.h-gac.com/regional-housing-coordination>



Houston Housing Collaborative (HHC) Conference

Houston Land Bank CEO Christa Stoneham spoke at the HHC Conference about Houston's housing challenges, highlighting HLB's revitalization efforts and partnerships for affordable housing. She emphasized collaboration across sectors and discussed best practices for addressing housing needs. HLB is dedicated to building inclusive communities and thanked HHC for hosting

HLB IN THE COMMUNITY



HLB Speaks at Houston Elite Weekend

Houston Land Bank CEO, Christa Stoneham, spoke at Houston Elite Weekend, focusing on leadership and collaboration. She discussed the land bank model's role in promoting equitable development and revitalizing communities. Christa emphasized HLB's efforts to address systemic issues, activate underutilized properties, and provide sustainable, affordable housing through partnerships among public, private, and nonprofit sectors. The event served as a platform for idea exchange and fostering connections, and she appreciated the opportunity to contribute to community-centered progress.



HLB Featured in AIA Houston's Unequal & Inequities Exhibit

The Houston Land Bank (HLB) is featured in AIA Houston's exhibition, Unequal & Inequities, which examines systemic disparities in urban planning and community development. This inclusion underscores HLB's dedication to converting vacant properties into affordable housing and community resources for underserved neighborhoods. By forming innovative partnerships and strategically utilizing land, HLB aims to tackle systemic inequities and promote generational wealth and community revitalization.

HLB IN THE COMMUNITY



Faith and Affordable Housing Summit



Houston Land Bank CEO Christa Stoneham addressed the Faith and Affordable Housing Summit, emphasizing collaboration to tackle housing needs in Houston. Supported by organizations like HAR, HCLT, and Habitat for Humanity, the event focused on revitalizing underutilized properties for affordable housing. Speakers from LISC Houston and the Houston Housing Authority discussed public-private partnerships to improve housing opportunities. The summit highlighted a commitment to providing safe and affordable housing for all Houstonians, with HLB dedicated to facilitating impactful change through these collaborations.



HLB IN THE NEWS

How Houston Land Bank Is Building Accessible, Affordable Housing - While Turning a Profit

Most land banks aim to sell off cheap land and require developers to build affordably. But Houston Land Bank has mandated that developers who purchase plots of land ensure housing is wheelchair-accessible and ADA-compliant.

HLB Spotlighted in Next City

The Houston Land Bank is proud to be featured in Next City! This piece highlights our efforts to create affordable housing opportunities and address long-standing challenges in Houston's most vulnerable neighborhoods. We're thrilled to share our story and inspire others committed to equitable urban progress.

Read the full feature:

<https://nextcity.org/urbanist-news/how-houston-land-bank-is-building-accessible-affordable-housing-while-turni>

CEO featured in People's Practice

The People's Practice

ARCHITECT OF SYSTEMS CHANGE: A BLUEPRINT FOR COMMUNITY TRANSFORMATION

IN(TER)VIEW WITH **CHRISTA STONEHAM**
MIN READ



We're honored to have the Houston Land Bank (HLB) highlighted in the latest edition of People's Practice. The feature dives into our innovative approaches to community development and our commitment to transforming underutilized properties into vibrant spaces for Houston's residents. Check out the article to learn more about how HLB is shaping the future of equitable urban revitalization.

Read here: <https://thepeoplespractice.org/>

HLB TEAM



RVP CONFERENCE

The Houston Land Bank team attended the RVP Conference in St. Louis, organized by the Center for Community Progress, to discuss strategies for managing vacant properties and promoting equitable redevelopment. The event featured sessions on partnerships, technology, and affordable housing, reinforcing HLB's commitment to innovative solutions for Houston's challenges. The team valued the networking opportunities and plans to implement the insights gained for community improvement, expressing gratitude to CCP and promising updates on their efforts for stronger, equitable neighborhoods.



WELCOME MELANIE YOUNG, HLB OPERATIONS DIRECTOR

Melanie Young is a seasoned real estate operations and technology leader with over a decade of experience in project management, digital transformation, and community development.

Melanie's background includes executive roles with organizations such as Accenture, where she managed large-scale initiatives and optimized business processes.

Melanie is excited to bring her skills and passion for sustainable development to her new role as Director of Operations with the Houston Land Bank.

HLB FUND



HLB Fund Receives \$21,000 Grant from Veritex Community Bank and FHLB Dallas

The Houston Land Bank (HLB) received a \$21,000 grant from Veritex Community Bank and the Federal Home Loan Bank of Dallas to support affordable housing and neighborhood revitalization. The check presentation celebrated community collaboration, with the funding aimed at transforming underutilized properties into vibrant spaces. HLB expressed gratitude to the partners for their commitment to a more equitable future for Houston and will provide updates on the grant's impact.



HLB OPPORTUNITIES

The Houston Land Bank (HLB) is pleased to announce 2 open procurements and 2 upcoming procurement opportunities to partner with us in our mission to create equitable, sustainable, and thriving communities across Houston. We are inviting qualified and experienced vendors to submit proposals for the following services.

OPEN PROCUREMENTS CLOSING DECEMBER 20TH



Cleaning Services RFQ: Inviting proposals for maintaining clean and safe conditions across HLB properties to promote community health.



Brokerage Services RFQ: Looking for an experienced firm to assist with real estate transactions for responsible property ownership and redevelopment.

UPCOMING PROCUREMENTS FOR DECEMBER



General Contracting RFQ: Seeking a contractor for development projects, including renovations and site improvements.



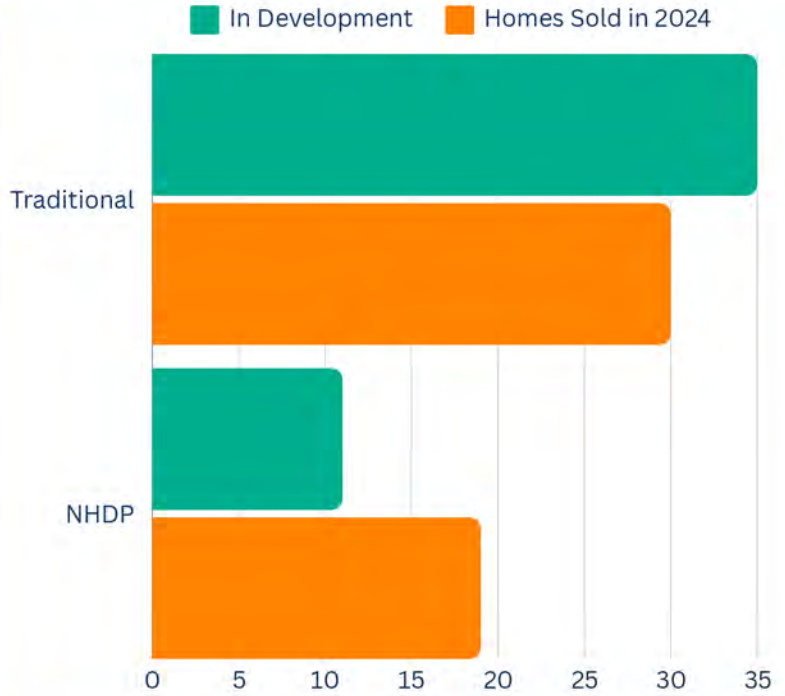
Tree Service RFQ: Seeking skilled providers for tree maintenance and enhancement of green spaces.

These procurements represent critical roles in helping HLB fulfill its mission of creating sustainable, livable communities in Houston. For more details on each RFQ and submission deadlines, please visit HLB's procurement page or contact procurements@houstonlandbank.org. We look forward to partnering with vendors who share our commitment to transforming Houston's neighborhoods for the better.

DEVELOPMENT ACTIVITY

The City of Houston funds HLB operations for the Traditional Home Program to address vacant, dilapidated, and contaminated properties through partnership agreements.

- Traditional Homebuyer Program: Partners with MWBE builders for homes serving 120% of the AMI
- New Home Development Program: Collaborates with the City of Houston to build and sell homes for 80% of the AMI.



UPCOMING EVENTS AND OPPORTUNITIES

COMMUNITY MEETING

REVITALIZING HARRISBURG BLVD.

AT MAGNOLIA PARK MULTI-SERVICE CENTER

Saturday December 7

Share your ideas and vision for transforming the site into a community asset.

10:00 AM - 12:00 PM

Joaquin Martinez
Houston City Council-District 1

Christa Stoneham
Houston Land Bank

For More Information: www.houstonlandbank.org

JOIN OUR DESIGN WORKSHOP

MAKE YOUR VOICE HEARD!

FRIDAY, DECEMBER 13

AUTHENTICUS INC WAREHOUSE
10:00 AM - 12:00 PM

6309 GUHN RD BUILDING B,
HOUSTON, TX 77040

REGISTER

All Residents will have the opportunity to:

- Develop affordable, energy-efficient home concepts for diverse communities.
- Promote sustainability and climate resilience in designs.
- Integrate community engagement in design processes.
- Address solutions directly with local and national architects

Project Target Communities: Acres Home, Independence Heights, Fifth Ward, Third Ward, Settegast, Magnolia Park, and Sunnyside

www.houstonlandbank.org

For More information contact us at: community@houstonlandbank.org



houston
landbank

Collaborating for a Better Impact:

HLB is dedicated to maximizing land use and impact, and we achieve this through collaboration with cross-agencies and partners. We want to extend our gratitude to all the vendors, consultants, and our amazing team at HLB for their continued service and effort in accelerating our impact.



Contact Us

Phone Number:
281-655-4600

Email Address:
info@houstonlandbank.org

Website:
www.houstonlandbank.org



@htxlandbank



REQUEST FOR BOARD ACTION

Meeting Date: December 02, 2024

Agenda Item: VII. a Consideration and Possible Action to Approve the 2024 Houston Land Bank Legal Service Providers per the Request for Qualifications for Legal Services as posted on August 30, 2024.

ACTION SUMMARY

Approval of this item will authorize the awarding of contracts for legal services to five law firms: Winstead P.C, Husch & Blackwell, LLP, Majuana Bush Williams, PLLC, The Carrier Law Group,P.C. and The Devenere Law Collective, PLLC to address expiring legal service agreements and broaden HLB's access to legal experience and expertise.

BACKGROUND/OVERVIEW

The proposed item would award contracts for legal services to five firms to assist HLB in its increasingly complex and diverse legal issues, augmenting the legal work conducting internally. The anticipated areas of focus include:

- Winstead P.C. – Real Estate Acquisition/Disposition/Development; Contracts/Agreements Drafting and Due Diligence Review; and Board Governance
- Husch & Blackwell – Affordable Housing/Funding; Governmental Procurement; Interlocal Agreement Negotiations/Document Drafting; Corporate Compliance/Risk Management; and Public Finance
- Marjuana Bush Williams PLLC -Overflow Real Estate Title Clearance/Document Drafting
- Carrier Law Group, P.C- Labor & Employment
- The Devenere Law Collective, PLLC- Real Estate Acquisition/Disposition/Development and Real Estate Litigation

The Legal Services Request for qualifications was issued by HLB on August 30, 2024. Six responses were received, however one submission was received after the submission period closed and was not graded. Five submissions were reviewed and scored by a panel of three HLB staff members according to scoring criteria set forth in the request for qualifications. All five submissions received over 85 out 100 points and were selected by the HLB panel as well-qualified.

P.O. Box 131106, Houston, Texas 77219
281.655.4600

houstonlandbank.org

Given the increased work effort and diversity of full organizational needs, HLB requires a variety of legal consultants to assist with executing its mission with progression and sustainability within the affordable housing arena. Additionally, if a conflict of interest should arise with any counsel, HLB would have access to alternative counsel.

Should the board approve this action, HLB would move forward with executing new -two year contracts with the approved Legal Service Providers.



HOUSTON LAND BANK ("HLB")

REQUEST FOR QUALIFICATIONS FOR LEGAL SERVICES - 2024

ACTION ITEM	UPDATED DATES
Request for Qualifications issued	August 30, 2024
Request for Qualifications Question Deadline	September 20, 2024 by 5 p.m.
Request for Qualifications due	October 11, 2024 by 5 p.m.
Evaluation of Request for Qualifications	October 14, 2024 – November 1, 2024
Notification to Proposers of Selection	November 2024

Solicitation Contact:

Procurements@houstonlandbank.org

[Submission Portal](#)



RFQ For Legal Services

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I. THE ORGANIZATION

The HLB is a not-for-profit local government corporation incorporated in the State of Texas, and is a component unit of the City of Houston and a 501c3 non-profit corporation. The HLB is committed to being a strong, innovative partner in the equitable redevelopment of vacant, abandoned, and damaged properties in Houston's neighborhoods, as well as being a good neighbor to the communities in which we work to provide affordable homes for low and moderate income Houstonians.

The HLB was established by the City of Houston in 1999 as the Land Assemblage and Redevelopment Authority (LARA), a local government corporation charged with facilitating the redevelopment of vacant and/or tax-delinquent residential real estate in targeted Houston neighborhoods. In 2018, the organization realigned its strategic activities to better serve neighborhood revitalization activity in the City of Houston and changed its name to the Houston Land Bank to reflect its core function of affordable housing. The HLB's amended bylaws and articles of incorporation are available on the website at www.houstonlandbank.org.

Throughout its history, the organization was staffed by city employees as directed by a volunteer Board of Directors. The 2019 Fiscal Year included a significant organizational transition including the hiring of founding staff, establishing the organization as a fully operational component unit of the City of Houston, and engaging in new programs in partnership with the City of Houston in addition to HLB's core lot sales programming. The current organization encompasses seven employees with a series of contracted staff and vendors for a variety of services.



II. THE BOARD OF DIRECTORS

The HLB's Board of Directors includes representatives appointed by Houston's Mayor and City Council, Harris County, and the Houston Independent School District. The HLB receives local funds from the City of Houston and anticipates additional revenue from the sale of lots and homes.

III. SCOPE OF SERVICES

Through this request for qualifications ("RFQ"), the HLB intends to seek proposals from interested individuals and/or law firms ("Proposer") and establish a pool of prequalified legal services providers with experience and expertise in Texas law relevant to municipal government, local government corporations, real estate transactions and paralegal support services (the "Pre-Qualified Proposers"). The HLB will utilize this pool of Pre-Qualified Proposers to contract external legal counsel and legal support services on an as-needed basis. Upon selection, the Pre-Qualified Proposers shall advise and support the HLB on various matters as further specified in the Scope of Services for this RFQ attached hereto as Exhibit "A" This RFQ is only designed to establish the Pre-Qualified Proposers and is not a request for the provision of legal services on specific transactions.

The HLB's In-House Counsel and Compliance Officer ("Counsel") shall manage all external contracts for legal services and work directly with the selected Pre-Qualified Proposers. The selection of an individual and/or law firm for any particular transaction, area of advice, or support service will be first approved by the Board of Directors as Pre-Qualified Proposers and later determined by Counsel as each matter is an HLB staff-level decision. Other than General Counsel support, work will not require a routine presence at the HLB office, but the selected firm or individual should expect regular contact by telephone and e-mail, as well as regularly scheduled and special-issue meetings as requested by the HLB.



IV.

STATEMENT REGARDING RFQ FOR LEGAL SERVICES

The HLB desires a demonstrated commitment to prompt, accessible, and responsive client service. The HLB makes no commitments, implied or otherwise, that the inclusion of individuals and/or law firms as Pre-Qualified Proposers will guarantee work or a revenue stream. The Pre-Qualified Proposer, in the performance of this agreement, shall not be considered as an officer, employee, or agent of the HLB, but an independent contractor. The Proposers to this RFQ must assure that the proposals submitted adequately addresses every element of the Scope of Services for which they seek pre-qualification award of. All proposals will become part of the HLB's files without obligation on the HLB's part.

V.

CRITERIA FOR EVALUATING PROPOSERS

The HLB staff, including Counsel, and members of the Executive Committee, will evaluate the proposals submitted and comprise a list of the selected successful individuals and/or law firms to become Pre-Qualified Proposers to be approved by the Board of Directors. The contract term for each Pre-Qualified Proposer will be for a period of two (2) years and may be extended for an additional year at the option of the HLB and its Board of Directors.

Any legal counsel retained by HLB must be licensed to practice law in the State of Texas. In connection with acquiring legal services, the successful Proposer shall provide the HLB with evidence of the following basic criteria as follows:

- A.** Previous experience (at least five (5) years of experience in providing legal services to businesses, including public entities);
- B.** Substantial knowledge of real estate transactions as applicable to governmental or nonprofit entities; and
- C.** Demonstrated experience and dedication to prompt and professional resources, in terms of personnel and technical materials, for performing legal services as needed.



In addition to the basic criteria, evaluation criteria will also include the following:

- D.** Substantive qualifications of the Proposer and the names and titles of individuals assigned to this engagement;
- E.** Proposer's Workplace Diversity policy and its willingness and ability to utilize;
- F.** Minority and Women-Owned businesses to perform portions of the work;
- G.** Proposer's responses and preciseness of the proposal to the RFQ specifications;
- H.** Proposer's reasonableness of pricing and timeline submitted; and
- I.** Responses from Proposer's references including but not limited to demonstrated timeliness and customer service.

Based on the above basic criteria and the specific information requested from Proposers below, the evaluation committee will review and score proposals as follows:

- **Qualifications** (30 points): Demonstrated, substantive qualifications of the responding firm and the specific individuals to be assigned to any HLB engagement, including credentials and demonstrated commitment to HLB's mission and high-quality client service;
- **Experience** (30 points): Proposer's demonstrated experience (at least five years in relevant fields as determined by HLB) working with clients similar to the HLB providing legal services to successfully resolve both routine and challenging issues, as shown in response to this solicitation;
- **References** (20 points): Responses from Proposer's references including but not limited to demonstrated timeliness and customer service;
- **Benefit to the HLB and the Houston Community** (20 points): The degree to which a proposal provides benefits to the HLB and the Houston region, including reasonableness of pricing, controlling costs, offering pro bono services, encouraging workplace diversity, and supporting the HLB's community outreach and development efforts.



The HLB intends to select Pre-Qualified Proposers that best meet the needs of the HLB and that provide the best overall value. The HLB reserves the right to contact references of Proposers for purposes of reference checks regarding provision of legal representation. The HLB further reserves the right to reject any proposal for any reason, to waive any irregularities contained therein, and to also request additional information related to the above-listed evaluation criteria, which may include scheduling interviews with Proposers.

VI. INFORMATION REQUESTED FROM THE PROPOSERS

In order to simplify the review process and obtain the maximum degree of comparison, proposals should be organized in one comprehensive document according to the following outline:

- A. **Title Page**
Must show the RFQ subject, the name of the Proposer's firm, local address, telephone number, name of contact person, size of the firm, and date of submission.
- B. **Table of Contents**
Include a clear identification of the material by section and by page number.
- C. **Letter of Transmittal**
 - 1. Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work within the specified time period.
 - 2. State the names of the persons who will be authorized to make representations for the firm, their titles, addresses, and telephone numbers.
 - 3. State that the person signing the letter will be authorized to bind the firm.
- D. **Profile of the Proposer**
 - 1. State whether the individual and/or law firm is local, regional, national or international.



2. State the location of the office which will provide the personnel responsible for performing the services and the number of persons employed at that office.
3. Describe the range of legal services relative to this RFQ performed by the local office.
4. List which of the three scopes in Exhibit "A" the individuals and/or law firms will be proposing services for (this may include one or all three scopes).
5. List two (2) references relative to each requested scope, including names, email addresses, and phone numbers.
6. List the individual and/or law firm's professional affiliations.

E. Summary of the Proposer's Qualifications

1. State the Proposer's experience in providing legal services for governmental or nonprofit entities.
2. Provide the resumes of all persons expected to provide legal or paralegal services to the HLB, including relevant experience and continuing education for each person to be assigned to the HLB for this engagement. Resumes may be included as an appendix to the proposal.
3. Describe any recent engagement of legal services provided by your local or regional office that is most similar to the type being requested under the three (3) Scopes of Services listed in Exhibit "A".

F. Compensation

Provide a detailed fee structure that includes a list of the hourly rates for each required attorney and staff person who will perform any work within the Scope of Services applied for. Innovation in approach and fee structure, including discounted rates for non-profits, is encouraged.



G. Diversity Plan

Describe the Proposer's policies currently employed to achieve ethnic and gender diversity in the workplace and its plan to utilize Minority and Women-Owned businesses to perform portions of the work.

H. Conflict of Interest

Proposer's must (i) confirm that, based on their current best knowledge, there are no actual, potential or perceived conflicts of interest involved in rendering services for the HLB, and (ii) set out their policy on dealing with conflict of interest should these arise.

**VII.
INSURANCE REQUIREMENTS**

Prior to the commencement of any work awarded under this RFQ, the successful Proposer shall furnish the HLB with copies of original completed Certificates of Insurance and endorsements, as requested by the HLB. At a minimum, the successful Proposer shall provide evidence of the statutory amounts of Workers' Compensation coverage and no less than \$1,000,000 per occurrence of General Liability Insurance. All original Certificates shall be prepared by a properly-licensed Texas insurance agent and be signed by a person authorized by the insurer to bind coverage on its behalf. All such policies shall name, by endorsement, the HLB, its officers, officials, agents, employees and volunteers as additional insured by endorsement in respect to all operations and activities of, or on behalf of, the named insured then performing work under contract with the HLB, with the exception of any Workers' Compensation and Professional Liability policies. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover any amount of monetary damages from the HLB, its officers, officials, agents, employees or volunteers.



VIII. SUBMISSION OF QUALIFICATIONS

Proposers must pay the \$100 application fee and submit this RFQ to the HLB no later than 5:00 p.m. on October 11, 2024, via the [Submittal Portal](#). Please address all questions to procurements@houstonlandbank.org. Questions will be accepted until 5 p.m. September 27, 2024. Please note that all questions received and the HLB responses will be posted online at www.houstonlandbank.org/resources.

The HLB will not be responsible in the event of electronic submission failure by the submitter or any other system that fails to deliver any proposals to this RFQ to the HLB by the given deadline set out above. The HLB is not responsible for any costs incurred in responding to this request.

IX. AWARD

Upon conclusion of the selection process, the HLB will notify all Proposers in writing as to whether they have been selected for inclusion as a Pre-Qualified Proposer. The Proposers selected for the inclusion are expected to (i) acknowledge their appointment as a Pre-Qualified Proposer by counter-signing and promptly returning a copy of the letter of notice; (ii) enter into a Long Term Agreement with the HLB setting out the general terms and conditions that will govern any and all engagements of the Pre-Qualified Proposer by the HLB; and (iii) be able to provide services to the HLB as of the effective date of the Long Term Agreement.

(Please see Exhibits Attached)



EXHIBIT "A"
Scope of Services

The HLB seeks legal assistance in matters relating Governance, General Counsel/Corporate, Real Estate and Paralegal Support Services. The HLB reserves the right to engage more than one Pre-Qualified Proposer per scope. The HLB invites individuals and/or law firms to submit a proposal to provide the HLB with appropriate legal services, which shall include, but not be limited to:

1. General Counsel/Corporate:

- i. Prepare appropriate nonprofit tax, compliance, and corporate filings
- ii. Advise on matters related to procurement, prepare and review requests for qualifications or bid solicitations, and negotiate and prepare appropriate contracts
- iii. Assist the HLB in obtaining available funding which aligns with its non-profit mission
- iv. Negotiate and draft government contracts and agreements
- v. Research and advise on corporate compliance and risk management
- vi. Assist in development of the HLB Policies and Procedures
- vii. Advise on employment matters relating to independent contractors and human resources

2. Governance:

- i. Serve as general counsel to the Board of Directors of the HLB
- ii. Develop agendas and attend meetings for the Board of Directors and committees
- iii. Prepare minutes and appropriate corporate resolutions and memoranda
- iv. Advise on open meeting issues
- v. Provide counsel and facilitate Public Information Act requests
- vi. Advise on matters related to conflicts of interests with Staff, Independent Contractors, and the Board of Directors



- vii. Conduct annual requisite trainings

3. Real Estate:

- i. Advise on matters regarding general real estate, tax foreclosure, and title insurance issues
- ii. Oversee development of acquired properties in accordance with the HLB's purposes
- iii. Handle construction, breach of contract or other real estate litigation
- iv. Negotiate and prepare appropriate deeds, contracts and closing documents related to affordable housing land acquisition/disposition and development
- v. Perform title curative work
- vi. Advise on affordable housing contract and oversight/compliance matters

4. Paralegal Support Services:

- i. Provide assistance with document preparation relating to a variety of real estate, loan and construction matters, based on review by attorney, including but not limited to agreements, leases, loan documents, escrow instructions, deeds, easements, affidavits, etc. and other standard real estate documents.
- ii. Proofreading legal documents to ensure accuracy and consistency
- iii. Analyzing and summarizing documents for review by attorney
- iv. Communicate with builders, community partners, homeowners/buyers, staff and other interested parties on status, request for additional information and any other needed communication.
- v. Attend various HLB meetings, including but not limited to HLB Board meetings, to take meeting minutes and generate various reports for public transparency.
- vi. Completing various additional paralegal support services as needed



EXHIBIT "B"
CERTIFICATION REGARDING NO OFFER OF PECUNIARY BENEFIT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the HLB that it has not offered, conferred or agreed to confer any pecuniary benefit, as defined in the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this proposal. The Proposer also certifies and represents that it has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal. The Proposer certifies and represents that it has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the HLB concerning this proposal on the basis of any consideration not authorized by law. The Proposer also certifies and represents that it has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal. The Proposer further certifies and represents that it has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that it will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the HLB in return for the person having exercised his or her official discretion, power or duty with respect to this proposal. The Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent, or employee of the HLB in connection with information regarding this proposal, the submission of this proposal, the award of this proposal, or the performance of any work awarded pursuant to this proposal.



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landbank**

The Proposer shall defend, indemnify, and hold harmless the HLB, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from, any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of the work awarded under this RFQ.

I have read all of the specifications and general proposal requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____

AGENT'S NAME: _____

AGENT'S SIGNATURE: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP CODE: _____

TELEPHONE: _____

TELEFAX: _____

FEDERAL ID#: _____

AND/OR SOCIAL SECURITY #: _____

DEVIATIONS FROM SPECIFICATIONS IF ANY:



EXHIBIT "C"
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

Name of Entity: _____

The Proposer certifies, to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local governmental entity.
- B. Have not within a five-year period preceding this proposal been convicted of a criminal offense, or had a civil judgment rendered against them, for commission of fraud in connection with obtaining, attempting to obtain, or performing work under a public contract; or violation of any Federal or State antitrust statute, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity, with the commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not, within a five-year period preceding the date of submission of this proposal, had one or more public contracts terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of an award granted under this proposal. In addition, I understand that a false statement may result in criminal penalties, including fines and imprisonment, or both.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.



REQUEST FOR BOARD ACTION

Meeting Date: December 02, 2024

Agenda Item VI b: Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to execute a Land Banking Interlocal Agreement with the Harris County local government.

Approval of this agenda item will authorize the HLB Chief Executive Officer to execute the following agreement (***Interlocal Agreement***); which is necessary in order for the Houston Land Bank to avail itself to conduct land banking in Harris County under the authorization of Texas Senate Bill 1679 ("SB 1679").

BACKGROUND/OVERVIEW (Background of each of the Agreement and the Administrative Procedures)

The Interlocal Agreement: Background

Pursuant to the 87th Texas State Legislature, Texas Senate Bill 1679 ("SB 1679"), passed on June 16, 2021, and became effective September 1, 2021. SB 1679 relates to the creation of urban land banks for certain municipalities. HLB qualifies as an urban land bank under SB 1679. Per SB 1679, HLB may provide land banking services for other governmental entities via Interlocal Agreement. Harris County and HLB wish to enter into a land banking agreement via an Interlocal Agreement in compliance with SB 1679.

The Interlocal Agreement: Summary

The agreement is an original one-year term to provide land banking services per the attached agreement. Should the Board of Directors approve this item, agreement will be fully executed and implemented by all parties.

Interlocal Agreement

This Interlocal Agreement ("Agreement") is entered into this day of [Date], ("Effective Date") between Harris County, a political subdivision of the State of Texas, hereinafter referred to as "Harris County," and the Houston Land Bank, a Texas nonprofit corporation and a Texas local government corporation created pursuant to Tex. Transp. Code Ann. § 431.101 (Vernon 2000) ("HLB," f/k/a the Land Assemblage Redevelopment Authority and Texas State Bill SB 1679 , hereinafter referred to as "HLB." Collectively, the parties are referred to as the "Parties."

WHEREAS, HLB is committed to community development for communities:

WHEREAS, Harris County recognizes the importance of land banking activities as a means to support community development, with a particular focus on affordable housing, food insecurity, brownfield redevelopment, and community engagement within the geographic boundary of Harris County.

WHEREAS, HLB and Harris County are committed to collaborating on these mission-aligned projects to improve the quality of life for Harris County's residents:

NOW, THEREFORE, in consideration of the premises, covenants, and agreements contained herein, HLB and Harris County agree as follows:

Section 1: Purpose

HLB is a land bank created under State Bill 1679: Urban Land Bank exists to acquire, manage, and disposing of vacant, abandoned, deteriorated, non-revenue generating, and non-tax producing properties and converting those properties to productive uses. For purposes of this subsection, productive uses of a property include the development of housing that serves a wide range of local needs, including affordable housing, long-term affordable housing, workforce housing, public service housing, mixed-income housing, community-based economic development, food desert solutions, parks and recreation, flood reduction and storm resiliency, and other uses necessary and appropriate to return properties to the tax rolls, stabilize communities, improve living conditions, and protect against the displacement of residents of the municipality served by the land bank.

The purpose of this Agreement is to establish a framework for cooperation and collaboration between HLB and Harris County to facilitate the execution of land banking activities within the geographic boundary of Harris County.

HLB may receive and retain payments for services, rendered, for rents and leasehold payments received, for consideration for disposition of real and personal property, for proceeds of insurance coverage for losses incurred, for income from investments, and for any other asset or activity permitted under this agreement. A land bank may receive funding through grants and loans from the municipality that, created the land bank, other municipalities, this state, the federal government, and other public or private sources.

These activities are in alignment with HLB's mission of community development, with a focus on the following areas:

1) Development of Housing:

- a) Single-Family: HLB shall develop single-family housing using procured developers/builders.

- b) **Community Land Trust:** HLB is committed to building homes on behalf of Harris County's Community Land Trust (CLT) program, thereby expanding affordable housing opportunities for communities.
 - c) **Multi-family:** HLB will actively engage in land banking activities within Harris County, utilizing procured brokers for both Harris County and HLB programs. Harris County shall fund the purchase and administrative fees for County projects in collaboration with HLB.
- 2) **Brownfield Redevelopment:** HLB, in partnership with Harris County, shall explore brownfield redevelopment opportunities within the County. HLB's expertise in land banking will be leveraged to identify, acquire, and manage land parcels suitable for brownfield redevelopment projects that align with the mission of community development.
- 3) **Expedited Disposition & Development:** HLB will expedite the disposition and development of land for mission-aligned activities, such as addressing food insecurity, within Harris County. The land can include Harris County surplus sites or HLB acquired sites.
- 4) **Land Banking:** To hold and assemble one or more parcels of real property, for a period that is longer than five years for the purpose of, fulfilling specific program or funding goals related to creating or developing affordable housing, supporting community-based economic, development, creating parks and other public places, or supporting other goals required by Harris County
- 5) **Professional Services:**
- a) **Real Estate:** HLB, on behalf of Harris County but at HLB's expense unless a fee for any such service has been approved, prior to the commencement of such services by Harris County's Commissioners Court, shall provide realty and consulting professional services that align with the mission of community development.
 - i) **Market Analysis:** Realty professionals can conduct market analyses to understand property values, rental rates, and housing trends in target communities to assist with determining the feasibility of development projects and setting appropriate pricing structures.
 - ii) Realty professionals can support HLB in efficiently managing its property portfolio, including renting, selling, or leasing properties to generate revenue for further community development initiatives.
 - iii) **Neighborhood Revitalization:** Realty professionals can work with HLB to identify blighted properties or vacant lots in distressed communities. They can assess the market conditions and consult on the best uses for these properties, such as affordable housing, community centers, or green spaces.
 - iv) **Affordable Housing Programs:** HLB can collaborate with real estate professionals to acquire, rehabilitate, and sell affordable housing properties in underserved neighborhoods. Realty experts can help identify suitable properties, evaluate their potential, and advise on effective strategies to make housing affordable while maintaining quality.

- b) Community Engagement: HLB shall actively engage in community development activities outside of the City of Houston but within Harris County on behalf of the County, focusing on community engagement programs.
 - i) Realty and consulting professionals can aid in community engagement efforts, helping HLB connect with local residents, neighborhood organizations, and stakeholders. They can facilitate meetings, gather input, and conduct outreach to ensure that development plans align with community needs and expectations. Realty and consulting professionals will not be paid by the County in any event other than as a standard broker earning a standard brokerage commission in the instance where the County is the Seller in a single-family transaction.
- c) Architecture:
 - i) Partnerships with Architectural Firms: HLB can procure and enter into partnerships with architectural firms in the Houston area. These firms can provide a range of architectural services, including designing residential, commercial, or community development projects that align with HLB's goals.
 - ii) Request for Proposals (RFPs): HLB can release RFPs to solicit architectural firms' proposals for specific projects. The RFPs will outline the project's scope, objectives, and any specific requirements. Interested architectural firms can then submit their proposals, and HLB can select the most suitable firm based on their qualifications, experience, and proposed design concepts.
 - iii) Design Competitions: HLB can organize design competitions for specific projects. This approach encourages creativity and innovation in architectural designs. Design professionals can submit their ideas, and the winning design, based on objective criteria and compliance with applicable County standards, can be selected for implementation.
- d) Engineering:
 - i) Collaboration with Engineering Firms: For engineering services, HLB can procure and collaborate with engineering firms specializing in various fields, such as civil, structural, environmental, or geotechnical engineering. These firms can offer their expertise on specific aspects of development projects.
 - ii) RFPs for Engineering Consultants: Similar to architectural services, HLB can issue RFPs for engineering services when needed. The RFPs will detail the project requirements, and engineering firms can respond with proposals outlining their qualifications, relevant experience, and project approaches.

Section 2: Budget and Staffing

The Parties shall collaboratively define and approve the budget necessary to support the activities outlined in this Agreement. HLB and Harris County staff shall work together to ensure the efficient allocation of resources and the successful implementation of land banking activities.

Section 3: Term

This Agreement shall commence on the Effective Date and shall remain in force for a period of 12 months unless terminated earlier by either Party pursuant to Section 4 below.

Section 4: Termination

Either Party may terminate this Agreement upon written notice to the other Party in the event of a breach of the terms and conditions outlined herein. In any termination, the other party agrees to continue working with the terminating Party for the lesser of (a) the date which is 60 days following the effective date of the termination, or (b) the date upon which the terminating Party advises the other Party that it no longer requires its services. The continuation of such work is to ensure a smooth transition on any transactions or jobs currently in process. If, at the time of termination, HLB is working on any jobs or transactions that are either (a) outside the City of Houston or (b) were funded primarily using County funds, then the title of such property will be passed to Harris County in fee simple, but HLB is authorized to retain any funds for portions of work or any jobs for which the respective vendor or contractor(s) are entitled, but any funds received that are not yet obligated to any vendor or contractor(s) will be returned to Harris County within twenty (20) days following HLB's receipt of the termination notice.

Section 5: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 6: Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

By signing below, the Parties acknowledge their commitment to the terms and conditions outlined in this Agreement.

Approved as to Form:
Christian D. Meneffee, Harris County

Harris County:

By: _____
**Randy Keenan, Sr. Assistant
County Attorney**
CACI ID#: _____

By: _____
**Lina Hidalgo, Harris County
Judge**

Date: _____

Houston Land Bank

By: _____

Date: _____



REQUEST FOR BOARD ACTION

Meeting Date: **December 02, 2024**

Agenda Item VII C: Consideration and Possible Action to Accept and Acknowledge Agreement with Harris County.

ACTION SUMMARY

Approval of this agenda item will authorize the Houston Land Bank (HLB) to execute the Subrecipient Agreement with Harris County. This action enables HLB to formally initiate funding under the American Rescue Plan Act (ARPA) to administer the Traditional Home Program. The agreement outlines HLB's responsibilities in providing affordable housing solutions and operational support for community programs aimed at reducing housing insecurity and addressing the negative economic impacts of the COVID-19 pandemic.

BACKGROUND/OVERVIEW

The proposed Agreement between HLB and Harris County provides for a subaward of \$658,122 to implement the Traditional Home Program in Harris County. The Program aims to enhance operational capacity, reduce housing insecurity, and address economic impacts exacerbated by the COVID-19 pandemic.

Key terms of the Agreement include:

- Term: November 12, 2024, to April 30, 2026
- Funding: \$658,122, subject to compliance with federal regulations and performance standards outlined in the Scope of Services (Exhibit E).
- Responsibilities: HLB will oversee program administration in compliance with federal and local laws, ensuring transparency and accountability in fund use.
- Federal award project description: Harris County has received funds pursuant to the ARPA State and Local Fiscal Recovery Funds (SLFRF). Harris County has elected to distribute funding from the SLFRF to HOUSTON LAND BANK for the TRADITIONAL HOME PROGRAM THE SUBRECIPIENT WILL ASSIST UP TO 80 LOW-TO-MODERATE INCOME HOUSEHOLDS.
- Name of Federal Awarding Agency: Department of the Treasury

- Name of Pass-Through Entity: Harris County, Texas

DELIVERABLES

As per Exhibit E, the primary deliverables include:

1. Assisting up to 80 low-to-moderate income households with new affordable homes.
2. Administration of all program activities in compliance with applicable federal, state, and local regulations.
3. Submission of periodic reports, including:
 - Monthly Reimbursement Requests
 - Monthly Cost Control Reports
 - Mid-Year Reports within 10 working days after the first six months.
 - Annual Performance Reports within 10 working days after the agreement period ends.
 - Failure to meet performance outcomes may result in termination or adjustments to funding

RECOMMENDATION

It is recommended that the Board approve this item to:

1. Authorize the President & CEO to initiate the Agreement with Harris County.
2. Accept the subaward and commence program activities in accordance with the Agreement terms.

**SUBRECIPIENT AGREEMENT BETWEEN HARRIS COUNTY AND
HOUSTON LAND BANK FOR TRADITIONAL HOME PROGRAM**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement (“Agreement”) is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through Harris County Housing & Community Development (the “Department”), and **HOUSTON LAND BANK**, a **TEXAS NON-PROFIT CORPORATION**, (the “Subrecipient”). The County and Subrecipient are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

Pursuant to § 603(c)(1)(a) of the American Rescue Plan Act 2021, as amended, (Pub. Law 117-2), hereinafter referred to as the “Act” or “ARPA,” 21.027 Catalog of Federal Domestic Assistance, a grantee of Coronavirus State and Local Fiscal Recovery Funds may respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, which, pursuant to the Final Rule adopted by the Treasury Department, includes expenditures for providing the Community Facilities & Infrastructure Investments Program for community facilities, infrastructure investments and public services to increase the operational capacity of nonprofit organizations and local governments to: 1) reduce the number of residents experiencing homelessness, housing insecurity, or food insecurity; 2) expand access to healthcare and behavioral health supports; and/or; 3) reduce violent crime, domestic violence or sexual abuse.

HOUSTON LAND BANK, (“Subrecipient”) acknowledges that it is a subrecipient as that term is defined is defined in 2 C.F.R. § 200.1 and is an active participant in the community providing a variety of services for low- to moderate-income households of Harris County. The County acknowledges that the final APRA rule presumes that low- to moderate-income households are impacted by the Coronavirus pandemic.

Subrecipient represents it is capable and willing to carry out a portion of the Federal award described in Exhibit A - specifically, that it is capable and willing to carry out a program through a subaward to the Community Facilities & Infrastructure Investments Program.

NOW, THEREFORE, upon and in consideration of the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GENERAL SCOPE OF SERVICES

- A) Program/Project Description: Subrecipient agrees to administer the TRADITIONAL HOME PROGRAM to residents of Harris County (the “Program”). If the County reasonably determines that the Subrecipient cannot meet performance outcomes/measures set forth the County can terminate agreement, reduce funding, and/or take other actions deemed necessary at its sole discretion.
- B) Subrecipient shall administer the TRADITIONAL HOME PROGRAM to increase the operational capacity of nonprofit organizations and local governments programs (the “Services”) in furtherance of the Program for the Department as detailed herein in the Scope of Services, attached hereto as Exhibit E, and incorporated herein by reference. “Contract Documents” will include the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, attached hereto as Exhibit A and incorporated by reference, Required Federal Clauses, attached hereto as Exhibit B and incorporated by reference, the Federal Award Identification Table, attached hereto as Exhibit C and incorporated by reference, the Conflict of Interest Policy, attached hereto as Exhibit D and incorporated by reference, the Scope of Services (“SOS”), attached hereto as Exhibit E and incorporated by reference, the Budget, attached hereto as Exhibit F and incorporated by reference, and the Certificate of Insurance, attached hereto as Exhibit G and incorporated by reference.
- C) The Program is described in more detail in the SOS (Exhibit E).
- D) “Contract Documents” and “Order of Precedence” The Contract Documents for the Program shall, unless defined otherwise in the Agreement, include the following:
- i) Change Orders and Amendments to the Agreement which shall be for all intents and purposes, upon execution, attached and incorporated into this Agreement by reference;
 - ii) This Agreement, including related Attachments, Exhibits, and Reference Documents. In interpreting this Agreement and resolving any conflicts or ambiguities, the main body of this Agreement, which shall control over the Exhibits; and any inconsistency between the Exhibits will be resolved in the following order – Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Exhibit A), Required Federal Clauses (Exhibit B), Federal Award Identification Table (Exhibit C), Conflict of Interest Policy (Exhibit D), SOS (Exhibit E), Budget (Exhibit F), and Certificate of Insurance (Exhibit G).

In the event of a conflict between any of the Contract Documents, the conflict shall, unless specified otherwise in the Agreement, be resolved using the order of precedence set forth above, with item i) being the document with the highest order of precedence.

A higher order document will supersede a lower order document to the extent necessary to resolve any inconsistencies between the documents; however, silence on any matter

in a higher order document will not negate the provision of a lower order document as to that matter. Any ambiguities or inconsistencies among documents of identical precedence will be resolved by giving precedence to the most recent document. Notwithstanding the order of precedence set forth above, in the event of a conflict within the Contract Documents of the same priority, the County shall have the right, at its sole discretion, to determine which provision applies.

- E) The Parties agree that providing such activities for Harris County residents through participation in the Program serves a public purpose.
- F) Subrecipient will deliver the Services in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations relating to the Services.
- G) Unless otherwise stated in this Agreement, words which have well-known technical or industry meanings are used in accordance with such recognized meaning as determined by the County.
- H) Subrecipient certifies it is registered with the Texas Secretary of State to transact business in Texas and is current on state and local fees and taxes, including but not limited to Franchise Account Status with the Texas Comptroller of Public Accounts of in good standing.
- I) Subrecipient certifies that neither it, nor any of its principals or other affiliated entities, owe any debts to Harris County, including, but not limited to delinquent taxes, court judgments, tickets, tolls, fees, or fines. Taxes are deemed delinquent on the date certain as specified by the Harris County Tax Office. For the purposes of this Agreement, a court judgment is not required for delinquent taxes to be considered a debt. Pursuant to Texas Local Government Code 262.0276, if, during the performance of this Agreement, Subrecipient's taxes become delinquent or Subrecipient becomes otherwise indebted to the County, the County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.
- J) Subrecipient is not in breach of any other contract, obligation or covenant that would affect Subrecipient's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- K) Subrecipient shall verify that each entity or person it retains to perform Services pursuant to this Agreement is in compliance with Sections A, B, C, D, E, F, and G above. If Subrecipient uses subcontractors, Subrecipient shall apply the terms and conditions indicated in this Agreement to subcontract work. Subrecipient shall at all times be responsible for the performance of its subcontractors. No term or agreement of Subrecipient's agreement with any subcontractor shall alter the terms and conditions of this Agreement. Subrecipient shall remain responsible for the work of its subcontractors. Subrecipient shall ensure that further passthrough of funding comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards under 2 CFR 200.

- L) Errors and Omissions. Subrecipient shall not take advantage of or benefit from any apparent Error or Omission in the Contract Documents. Should it appear that the Services to be done, or any matter relative thereto, is not sufficiently detailed or explained in the Contract Documents, Subrecipient shall request in writing such further written explanations from the County as may be necessary and, subject to any required Change Orders, shall comply with the explanation provided. Each Party shall promptly notify the other in writing of all Errors or Omissions which it may discover in the Contract Documents and shall obtain specific instructions in writing from the County regarding any such Error before proceeding with any affected work.
- M) Subrecipient is fully qualified and capable of performing the Services called for in this Agreement and is willing to perform these Services.
- N) Subrecipient's designated representative shall be authorized to act on the Subrecipient's behalf with respect to the performance of the Services required by this Agreement.

II. INDEPENDENT PARTIES

- A) The Services performed by Subrecipient under this Agreement are performed by Subrecipient as a separate and distinct entity from the County. This Agreement is not intended to create and shall not constitute a partnership or joint venture between the Parties. Subrecipient shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Subrecipient has no authority to bind or otherwise obligate the County orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employee-employer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the County and Subrecipient.
- B) **IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT SUBRECIPIENT IS NOT AN INDEPENDENT ENTITY, SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY COUNTY AS A RESULT OF THIS DETERMINATION.**
- C) Subrecipient will comply with all applicable federal and state laws including but not limited to the Prompt Pay Act, in the payment of its workers.
- D) Subrecipient is solely responsible for the payment of wages and any applicable benefits to workers for Services performed in connection with this Agreement. Subrecipient shall be responsible for withholding federal and state income taxes, paying Federal Social Security taxes, maintaining unemployment insurance and maintaining workers' compensation insurance in an amount and under such terms as required by the applicable laws of the State of Texas.

- E) THE COUNTY'S SUBAWARD IS TO THE SUBRECIPIENT. THE COUNTY SHALL HAVE NO LIABILITY, DIRECTLY OR INDIRECTLY, FOR PAYMENT TO SUBRECIPIENT'S WORKERS OR SUBCONTRACTORS. SUBRECIPIENT SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL SUCH CLAIMS.
- F) Subrecipient's workers are not entitled to any contributions by or benefits from the County for any pension plan, bonus plan, or any other benefit plan. Subrecipient and the workers furnished by Subrecipient shall not be entitled to any fringe benefits or similar benefits afforded to employees of the County. The County is not liable for payment of any federal or state taxes and charges including, but not limited to, income withholding taxes, social security, unemployment, workers' compensation, and similar taxes and charges. This Article shall survive the expiration or termination of this Agreement.
- G) The County is not responsible to Subrecipient or Subrecipient's workers for payment of any overtime compensation or any additional payments pursuant to any federal or state law. **The County will not be responsible for overtime wages.**
- H) Subrecipient shall not have the authority to enter into contracts or agreements on behalf of the County.

III. TERM

The Term of this Agreement shall begin on November 12, 2024 and shall remain in full force and effect through April 30, 2026, unless earlier terminated in accordance with the terms of this Agreement.

IV. SUBRECIPIENT'S SUBAWARD

- A) Direct Costs: Subject at all times to Article VI entitled Limitation of Appropriation, the County agrees to award Subrecipient SIX HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED TWENTY TWO DOLLARS AND NO CENTS (\$658,122.00), (the "Subaward") for the Services, the total maximum sum of funds certified available for the Term of the Agreement by the Harris County Auditor. This Subaward includes all labor, equipment, materials, delivery, shipping costs, travel expenses, and incidentals necessary to provide the Services.
- B) Indirect Costs: The County will reimburse Subrecipient for indirect costs (IDC) at a rate as defined and approved by a cognizant agency or at the federal approved *de minimis* cost rate under 2 CFR 200.414. IDC shall be consistent with those defined in appendix A of 2 CFR, Part 230. The IDC rate shall be no greater than the "final" or the "provisional" IDC approved rate supplied by the Subrecipient, for the effective periods covered and "applicable programs". Reimbursement for IDC is subject to any subsequent adjustment of the provisional rate during the term of this Agreement. Subrecipient agrees to provide the County with any notices of changes to the "rate agreement" within 30 days of such changes and provide a documentation of the IDC in effect and a final accounting recognizing any adjustments upon submission of the Subrecipient final reimbursement

claim submitted under this Agreement. Subrecipient agrees and shall ensure that any direct costs claimed are fully deducted (not included) from amounts included in the Indirect cost portion of the claim; either de minimis cost rate under 2 CFR 200.414 or an IDC approved by a cognizant agency.

- C) Budget Amendment. Subrecipient may reallocate/move funds from an administrative line item to a programmatic line item in this Program's approved budget without amendment. Subrecipient is, however, prohibited from moving more than 10% from one budget line item to another budget line item in this Program's approved budget without written amendment and approval from the County. For budget amendments, Subrecipient shall provide the County with a budget and narrative justification on Subrecipient's letterhead. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the County.
- D) Subrecipient shall begin to perform the Services in accordance with Exhibit E, Scope of Services, upon the Effective Date. Any Services performed prior to the Effective Date shall be at the Subrecipient's sole expense.
- E) The Subrecipient understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Subrecipient in advance for any of the Services.

V. TERMS OF SUBAWARD

- A) Fund Disbursement Requirements
 - i) Prior to any and all fund disbursements provided for under this Agreement, Subrecipient should provide its Taxpayer Identification Number to the County. Failure to provide this information may result in a delay in payment or withholding of payment as required by the Internal Revenue Service.
 - ii) Prior to any and all payments provided under this Agreement, Subrecipient shall provide the County with Subrecipient's Unique Entity Identifier and verify its SAM Registration.
 - iii) The County will be responsible for all fund disbursements under this Agreement. The County shall distribute funds in response to each undisputed request for fund disbursement within thirty (30) days of receipt thereof. Requests for fund disbursements are subject to the County approval. The County may exercise any and all rights to set off fund disbursements in the event of overpayment by the County or funds owed to the County under this Agreement. Upon disbursement approval, the County will forward funds to Subrecipient by check or other mutually acceptable means to the Subrecipient.
 - iv) Payments made by the County to Subrecipient are to be considered by the Subrecipient as full compensation for all Subrecipient costs, products, services, and work.

v) Repayment of Ineligible Payments

IN THE EVENT THE U.S. TREASURY DETERMINES THROUGH INVESTIGATIONS AND/OR MONITORING THAT ANY COUNTY PAYMENT OR REIMBURSEMENT TO THE SUBRECIPIENT IS INELIGIBLE OR DISALLOWED, THE SUBRECIPIENT SHALL IMMEDIATELY AND WITHOUT DELAY FULLY REIMBURSE THE COUNTY, AND THE COUNTY WILL REIMBURSE THE U.S. TREASURY FOR DISALLOWED OR INELIGIBLE COSTS. IF THE U.S. TREASURY INFORMS THE COUNTY THAT IT IS REQUIRED TO REFUND MONEYS PREVIOUSLY AWARDED OR DRAWN DOWN FROM THE U.S. TREASURY IN REFERENCE TO THIS AGREEMENT, THE SUBRECIPIENT AGREES TO PAY AN EQUAL AMOUNT TO THE COUNTY PRIOR TO THE DEMAND DATE OF PAYBACK.

B) Payment Process

- i) In accordance with the SOS, the Subrecipient shall submit a request for fund disbursement to the Harris County Auditor, with a copy to the Department's Director. The request for fund disbursement shall be in a form acceptable to the County Auditor and, at a minimum, include such detail as may be requested by the County Auditor for verification purposes.

All requests for fund disbursement with the appropriate backup documentation must be submitted to:

Harris County Auditor
1001 Preston 8th Floor
Houston, Texas 77002
Attn: Accounts Payable
VENDORINVOICES@HCTX.NET; and

Harris County Housing & Community Development
1111 Fannin Street, 9th Floor
Houston, Texas 77002
hcdinvoices@harriscountytexas.gov

- ii) The request for fund disbursement shall, at a minimum, include the following:
1. For sub-awarded/pass-through funding claims of the Subrecipient:
 - a. The initial billing shall be accompanied with a copy of the agreement(s) between the Subrecipient and a subsequent sub-awardee;
 - b. A copy of the invoice/reimbursement claim from the sub-awardee;

- c. A completed and executed Subrecipient Reimbursement Claim Form;
 - d. The non-payroll costs worksheet detailing the sub-awardee; and
 - e. The detailed ledger reports which demonstrate that the costs claimed correlate to the period of performance for which the costs are claimed and within the ledger accounts that are specifically associated with this Agreement.
 - 2. For the Subrecipient's direct program administration costs ("PAC"), activity deliver costs ("ADC"), and direct program/project costs;
 - a. A completed and executed Subrecipient Claim Form;
 - b. The Subrecipient Cost Control Report;
 - c. The non-payroll costs worksheet;
 - d. The Personnel cost worksheet; and
 - e. The detailed ledger which demonstrates the costs paid and claimed for services rendered within the accounts that are specifically associated with this Agreement.
- iii) After receipt of an invoice, the Auditor will forward it to the Department for review and approval with such modifications as may be deemed appropriate, and then return, with any modifications, to the County Auditor for payment. The County shall pay each invoice as approved by the County Auditor in accordance with the laws of the State of Texas. The County may exercise any and all rights to set off payment in the event of overpayment by the County and or funds owed to the County under this Agreement.
- iv) The County shall promptly provide a Purchase Order issued by the Harris County Purchasing Agent.
- v) Subrecipient understands and agrees that, in accordance with the Texas Constitution, the County is prohibited from paying Subrecipient in advance for any of the Services or deliverables.
- vi) In the event that the Agreement is terminated early by the County, Subrecipient shall provide the County with a final invoice of any unpaid amounts for the Services by the Subrecipient prior to termination or as soon as practicable thereafter. In no event shall total payments to Subrecipient exceed Subrecipient's Compensation as contained in Article IV(A).
- vii) The County shall have the right, at any reasonable time as determined by the Harris County Auditor, to make periodic audits and inspections of the Subrecipient's records related to any Services pursuant to this Agreement. Subrecipient agrees to make the records available in Harris County within five (5) business days of the County's request in either physical or electronic form,

at Subrecipient's discretion. As part of a monitoring engagement or audit, the Subrecipient agrees to supply any and all program and financial records affiliated with the Program; as requested in a formal communication supplied by the County. Subrecipient agrees to provide for the reasonable space accommodations of the County's monitoring or audit staff.

VI. LIMITATION OF APPROPRIATION

- A) Subrecipient expressly understands and agrees that the laws governing the letting of contracts require the approval of the Harris County Auditor and its certification that funds are, or will be, available for the payment of the obligations created under this Agreement before such Agreement becomes effective. Therefore, payment is contingent on the Auditor's certification of funds. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of the Agreement. Subrecipient understands and agrees that the County has SIX HUNDRED FIFTY-EIGHT THOUSAND ONE HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$658,122.00), the total maximum sum of funds certified available by the Harris County Auditor for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. Subrecipient understands and agrees that the total maximum subaward that Subrecipient may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to Subrecipient hereunder shall not under any conditions, circumstances, or interpretations thereof exceed that sum. When all the funds so certified under this Agreement are expended, unless additional funds are certified available as evidenced by a written amendment to the Agreement, Subrecipient's sole remedy will be to terminate this Agreement in accordance with Article IX to the extent permitted under Article IX.
- B) In the event of termination due to non-appropriation of funds, County will not be considered in default or breach of the Agreement.
- C) Subrecipient expressly agrees that it will not be entitled to any liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.
- D) Subject at all times to Article VI and the County's right to withhold payment of any unauthorized charges, the County shall pay each such undisputed invoice in accordance with Texas state law.

VII. GRANT FUNDS

- A) Subrecipient understands and agrees that this Agreement is contingent upon the availability of third-party funds, including but not limited to federal funds awarded to the State or County ("Grant Funds") for the term of the Agreement. It is expressly understood and agreed that the County has no County funds available with which to pay its obligations hereunder except funds allocated and received by the County under Grant Funds awarded to the County. The County shall not be liable under any circumstances or any interpretations hereof for any costs under this Agreement until the Grant Funds are

certified and available for this Agreement by the County Auditor. It shall be the obligation of Subrecipient to assure itself that sufficient funds have been allocated to pay for the Services to be provided. Should Subrecipient receive any Grant Funds from the County that are determined to be not subject to payment with Grant Funds, Subrecipient shall refund to the County any and all such amounts that have been paid by the County. Subrecipient also understands and agrees that this Agreement is contingent upon Subrecipient's eligibility to receive funds under federal law, including without limitation the Act and all applicable federal statutes and regulations, and Subrecipient represents that it is eligible to receive funds under all applicable federal statutes and regulations.

- B) In the event these Grant Funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds allocated and received by the County. In the event the Grant Funds are reduced, the Subrecipient's sole and exclusive remedy shall be to terminate this Agreement. The County's obligation to make any payments under the Agreement using Grant Funds is limited to the amount of Grant Funds actually received and is subject to all applicable federal law. Subrecipient agrees that, in the event that Grant Funds are discontinued or reduced, Subrecipient will not be entitled to any damages or remedies of any kind, including without limitation damages for work performed, liquidated or incidental damages, late fees, penalties, or finance charges. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.
- C) In order to be eligible for payments under the Grant, Subrecipient agrees to comply with all of the applicable terms and requirements mandated under federal law, including without limitation under 2 CFR Part 200 (herein referred to as "Federal Grant Regulations" – also known as Uniform Guidance). To the extent that a request for fund disbursement is submitted by Subrecipient for an ineligible cost, Subrecipient further agrees to reimburse the County, within thirty (30) days after written notice, for any Grant Funds received from the County under the Agreement for which the County is denied reimbursement under the Grant or which are otherwise determined to be ineligible for reimbursement under the Grant.
- D) Subrecipient understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, Subrecipient knows that the funds available will not cover the cost of the Services, Subrecipient shall notify the County promptly.
- E) Subject at all times to the availability of Grant Funds and the County's right to withhold payment of any unallowable charges as determined by federal law, the County shall pay each undisputed request for fund disbursement in accordance with all applicable laws.

VIII. TEXAS PUBLIC INFORMATION ACT

- A) The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended (the "Act"). Subrecipient expressly understands and agrees that the County shall release any and all information necessary to comply with Texas law without the prior written consent of

Subrecipient.

- B) It is expressly understood and agreed that the County, its officers, and employees may request advice, decisions, and opinions of the Attorney General of Texas (“Attorney General”) in regard to the application of the Act to any materials or information furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to Subrecipient for the disclosure to the public, or to any person or persons, of any materials or information, or a part thereof, furnished to the County in reliance on any advice, decision or opinion of the Attorney General.
- C) In the event the County receives a written request for information pursuant to the Act that affects Subrecipient’s rights, title to, or interest in any materials information or a part thereof, furnished to the County by Subrecipient under this Agreement, then the County will notify Subrecipient of such request. Subrecipient may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Subrecipient is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. Subrecipient is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.
- D) Electronic Mail Addresses. Subrecipient affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by Subrecipient and agents acting on behalf of Subrecipient and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise

IX. TERMINATION

- A) Termination for Convenience. The County may, by written notice to Subrecipient, terminate this Agreement for convenience, in whole or in part, at any time by giving written notice to Subrecipient of such termination, and specifying the effective date thereof (“Notice of Termination”). If the termination is for the convenience of the County, the County shall – subject at all times to Articles VI and VII, and consistent with all applicable law – provide funding disbursements through the effective date of termination. No amount shall be paid for unperformed work or materials not provided. Subrecipient shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Subrecipient prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.
- B) Termination for Cause. If Subrecipient fails to materially perform pursuant to the terms of this Agreement, the County may terminate, in whole or in part, this Agreement for cause

by providing notice to Subrecipient, and specifying the effective date thereof (“Notice of Termination for Cause”). If Subrecipient fails to materially perform pursuant to the terms of this Agreement, the County may choose to, but is not required to, provide written notice to Subrecipient specifying the default (“Notice of Default”). If County chooses to provide such Notice of Default and Subrecipient does not cure such default within the time required by the County, the County may terminate this Agreement for cause by providing the Notice of Termination for Cause, and specifying the effective date thereof. If the termination is for cause, Subrecipient shall – subject at all times to Articles VI and VII – receive funding distributions (properly supported by documentation requested by the County) for that portion of the work or materials provided that have been fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination for Cause. In such case, the County shall have the right to take whatever steps it deems necessary to complete the project and correct Subrecipient’s deficiencies and charge the cost thereof to Subrecipient, which shall be liable for the full cost of the County’s corrective action, including reasonable overhead, profit and attorneys’ fees.

- C) Subrecipient’s Termination. Subrecipient may terminate this Agreement for cause or convenience by providing sixty (60) days’ notice in writing to the County. County shall compensate Subrecipient for work or materials fully and adequately provided through the effective date of termination. Subrecipient shall provide documentation deemed adequate by the County to show the work actually completed or materials provided by Subrecipient prior to the effective date of termination.
- D) Reimbursement; Damages. The County shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold funding disbursements for defective work or other damages caused by Subrecipient’s performance of the work.
- E) Completed or partially completed deliverables identified in the SOS, information, programs, software, firmware, designs, hardware, documentation, data, source code, and any literary works and other works of authorship created under this Agreement (collectively the “Documents”) shall be delivered to the County when this Agreement is terminated or completed. Subrecipient has no ownership in the Documents. Such Documents are owned by Harris County.
- F) Additional Termination Provisions. Upon receipt of a Notice of Termination or a Notice of Termination for Cause specifying the extent of the termination, the effective date of the termination, and whether the Termination is for cause or for convenience, Subrecipient shall promptly discontinue the work unless the Notice directs to the contrary. Subrecipient shall deliver to the County and transfer title to all provided materials and completed work, and work in progress, [including drafts, documents, plans, forms, maps, products, graphics, computer programs, software, hardware, and reports that are included in the list of Documents]. The rights and remedies provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement, including, but not limited to, the right to specific performance. Subrecipient acknowledges the County’s right to terminate this Agreement with or without cause as provided in this Article. Subrecipient

hereby waives any and all claims for any damages, including, but not limited to, consequential damages or lost profits, that might arise from the County's act of terminating this Agreement. County shall not be liable for any costs other than the charges or portions thereof that are authorized by this Agreement. If County terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Subrecipient shall be entitled to receive only the amounts payable under this Article, and Subrecipient specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits, arising from the County's act of termination.

- G) Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.
- H) Subject at all times to all record keeping and other obligations set forth herein, within thirty (30) days following written request following such termination, each Party will return or destroy all confidential information marked as such of the other Party in its possession and will not make or retain any copies of such confidential information except as provided for under this Agreement or as required to comply with any applicable legal or accounting record keeping requirements.
- I) Upon completion of the Term or in the event of early termination of this Agreement, Subrecipient shall provide the County with a final, comprehensive report regarding all Services provided by Subrecipient during the Term.
- J) Agreement Transition. In the event the Agreement ends by either expiration or termination, Subrecipient shall assist in the transition until such time that a new Subrecipient can be completely operational. Subrecipient acknowledges its responsibility to cooperate fully with the replacement Subrecipient and County to ensure a smooth and timely transition to the replacement Subrecipient. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the Agreement, or any extension thereof. During any transition period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

X. NOTICE

- A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified,

return receipt requested, in a United States Post Office, addressed to the County or Subrecipient at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses, with a courtesy copy provided to the other Party by email at address(es) provided below:

To Subrecipient:

Christa Stoneham,
President & CEO
Houston Land Bank
P.O. Box 2549
Houston, Texas 77252

To the County:

Harris County Housing & Community Development
1111 Fannin Street, 9th Floor.
Houston, Texas 77002
Attn: Thao Costis Executive Director

Either Party may designate a different address by giving the other Party ten (10) days written notice.

XI. INDEMNIFICATION

- A) THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.**
- B) SUBRECIPIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (“INDEMNIFIED PARTIES”) FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, LIABILITY, DAMAGES, AND EXPENSE OF WHATSOEVER NATURE (1) DUE TO THE ACTIVITIES OF SUBRECIPIENT, SUBRECIPIENT’S SUBCONTRACTOR(S), OR AN ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; OR (2) WHICH THE COUNTY MAY SUFFER DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OR OTHER SIMILAR LEGAL PROCEEDINGS AFFECTING THE SUBRECIPIENT, IN WHICH THE COUNTY MAY BECOME IN ANY WAY INVOLVED (COLLECTIVELY, “THIRD PARTY CLAIMS OR LIABILITIES”). FOR PURPOSES OF THIS ARTICLE XVIII, “THIRD PARTY”**

INCLUDES BUT IS NOT LIMITED TO SUBRECIPIENT'S OFFICERS, AGENTS, SUBCONTRACTORS, AND EMPLOYEES

- C) SUBRECIPIENT SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL REASONABLE EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID THIRD PARTY CLAIMS OR LIABILITIES.**
- D) IF A RESTRAINING ORDER OR TEMPORARY INJUNCTION IS GRANTED BY A COURT DUE TO ANY ACT, ERROR, OR OMISSION COMMITTED BY SUBRECIPIENT, SUBCONTRACTOR, OR ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, SUBRECIPIENT SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT, INCLUDING BUT NOT LIMITED TO SECURING A SATISFACTORY BOND, TO OBTAIN THE SUSPENSION OF ANY SUCH RESTRAINING ORDER OR TEMPORARY INJUNCTION.**
- E) COUNTY RESERVES THE RIGHT TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH**

XII. COMPLIANCE AND STANDARDS

- A) The Parties agree to keep confidential the contents of all confidential discussions among the Parties. Except where disclosure is required by the Texas Public Information Act, the Parties agree to keep confidential the contents of all confidential records disclosed by the disclosing Party and other information identified by the disclosing Party as confidential or deemed confidential by applicable federal, state, or local law and obtained during Subrecipient's performance of Services under this Agreement. Except for subcontractors, suppliers, and vendors who have a need to know in order to perform their respective scope of work in support of this Agreement and who are subjected to similar confidentiality obligations set forth herein, the Parties shall not release any confidential information unless the disclosing Party, in writing, authorizes such release of specific, confidential information to any third parties.
- B) The Parties shall not access any information they are not authorized to receive, whether such authorization comes through this Agreement or otherwise. Subrecipient shall not copy, recreate, or use any proprietary information or proprietary documents obtained from the County in connection with this Agreement other than for the performance of this Agreement.
- C) Subrecipient shall not divulge or otherwise make use of the trade secrets or confidential information, procedures, or policies of any former employer, client, or customer in the performance of this Agreement. Neither shall Subrecipient copy, recreate, or use any proprietary information of any third party in the performance of Services under this Agreement except to the extent authorized by such third parties.

- D) Subrecipient is not in breach of any other contract, obligation or covenant that would affect Subrecipient's ability to perform hereunder and, as a result of entering into this Agreement, will not breach any such contract, obligation, or covenant.
- E) Conflict of Interest. Subrecipient does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this Agreement. Furthermore, no company or person, other than a bona fide employee, has been employed to solicit or secure this Agreement with the County, and Subrecipient has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the County shall have the right to terminate the Agreement without liability or in its discretion to deduct from the Agreement amount, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- F) Lobbying. Subrecipient shall not use funds received under this Agreement to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. Pursuant to 31 U.S.C. § 1352 (2003), if at any time during the Agreement term funding to Subrecipient exceeds \$100,000.00, Subrecipient shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."
- G) Subrecipient shall not enter into any subcontract, contract agreement, purchase order, or other arrangement ("Arrangement") for the furnishing of any portion of the materials, Services, or deliverables with any party or entity if such party or entity is an Affiliated Entity (as defined below) of Subrecipient, unless such Arrangement approval has been requested by County, after full disclosure in writing by Subrecipient to County of such affiliation or relationship and all details relating to the proposed Arrangement. "Affiliated Entities" means business concerns or individuals if, directly or indirectly –
- i) Either one controls or can control the other party or
 - ii) A third-party controls or can control both
- Any holder of more than ten percent (10%) of the issued and outstanding shares of another entity shall be deemed to have a controlling interest in said entity.
- H) No Federal Exclusion.
- i) Neither Subrecipient nor any of its employees is an "Ineligible Person." An "Ineligible Person" is an individual or entity who:

1. is currently excluded, debarred, suspended, or otherwise ineligible to participate in any federal and/or state grant, health care program, or in federal and/or state procurement or non-procurement programs. This includes but is not limited to persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List; or,
 2. has been convicted of a criminal offense related to the provision of health care items or services [within the rules and regulations of 42 USC §1320a-7(a)], but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.
- ii) Subrecipient agrees to promptly report to the County if Subrecipient becomes an “Ineligible Person” during the term of this Agreement, or to cease assigning any employee to provide Services if the employee becomes an “Ineligible Person” during the term of this Agreement.
 - iii) Subrecipient is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) – List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Services Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Subrecipient must immediately notify the County of any such exclusion or suspension. Subrecipient is in good standing with all State and Federal agencies that have a contracting or regulatory relationship with the County. No person who has an ownership or controlling interest in Subrecipient’s business or who is an agent or managing employee of Subrecipient has been convicted of a criminal offense related to involvement in any federal program.
- I) Whistleblower Protection Act: Subrecipient understands and agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239). Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712. Subrecipient shall insert the substance of this clause (“Whistleblower Protection Act”) in all subcontracts providing services under this Agreement.
 - J) Interested Parties. Prior to execution of the Agreement, Subrecipient shall, as an update,

complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties." The information on the form shall be complete and accurate.

- K) Foreign Terrorists Organizations. In accordance with Tex. Gov't Code Chapter 2252 Subchapter F, Subrecipient certifies that, at the time of execution of this Agreement and for the duration of the Term of this Agreement and any Renewal Terms, Subrecipient does not appear on the Texas State Comptroller's list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.
- L) Anti-Boycott. In accordance with Tex. Gov't Code § 2270.002, Subrecipient does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement.
- M) Compliance with Federal Requirements. Parties acknowledge that Houston Land Bank is a Subrecipient pursuant to 2 C.F.R. §§ 200.330–200.331 and has been provided the required Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") Award Terms and Conditions as contained in Exhibit A, attached hereto and incorporated herein by reference to the extent applicable to Subrecipient and the required subaward information as contained in Exhibit C, attached hereto and incorporated by reference.

Subrecipient agrees to comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's interim final rule and final rule, applicable statutes, regulations, and reporting requirements.

This Agreement requires the Parties' compliance with applicable provisions of Title 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Subrecipient agrees to comply with all other applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives, as well as state and local laws, regulations, and policies governing the funds provided under this Agreement. With respect to any conflict between such federal requirements and the terms of the Agreement and/or the provisions of state/local law and except as otherwise required under federal law or regulation, the federal requirement shall control. Violations of law will be referred to the proper authority in the applicable jurisdiction. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Subcontracts entered into by Subrecipient in connection with this Agreement shall comply with all applicable Federal laws, regulations, executive orders, Department of Treasury policies, procedures, and directives. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement.

- i) Fund payments are considered to be federal financial assistance subject to the Single Audit Act, codified at 31 U.S.C. §§ 7501–7507.
- ii) Subrecipient is subject to a single audit or program specific audit under 2 C.F.R. § 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during the fiscal year.

- iii) Fund payments are subject to 2 C.F.R. § 200.303 regarding internal controls.
- iv) Fund payments are subject to 2 C.F.R. §§ 200.331–200.333 regarding subrecipient monitoring and management.
- v) Fund payments are subject to Subpart F of the Uniform Guidance, regarding audit requirements.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement, including but not limited to 2 C.F.R. §§ 200.303, 200.331–200.333, 200.501(a), and Subpart F of Title 2.

N) Administrative Costs. Subrecipient may use funds for administering the program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 C.F.R. §§ 200.404–200.405. Subrecipient is permitted to charge both direct and indirect costs to its SLFRF subaward as administrative costs as long as they are accorded consistent treatment per 2 C.F.R. § 200.403. Each category of cost should be treated consistently in like circumstances as direct or indirect, and Subrecipient may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

O) Program Income. Program Income means income earned by the Subrecipient that is directly generated by a supporting activity or earned as a result of the Subaward during the period of performance except as provided in 2 C.F.R. § 200.307. Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

Subrecipient agrees to calculate, document, and record Subrecipient’s program income. Subrecipient also agrees to implement written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

P) Cost Principles. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E.

Q) Reporting Obligations. Subrecipient shall submit regular monthly progress and financial reports to the County.

- i) Projects: Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the subrecipient will be required to

enter the name, identification number (created by the subrecipient), project expenditure category, description, and status of completion. Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose. Subrecipients should review the Required Programmatic Data described in (Q)(__) below and define projects at a sufficient level of granularity.

- ii) **Obligations and Expenditures:** Once a project is entered, the subrecipient will be able to report on the project's obligations and expenditures. Subrecipients will be asked to report:
 - 1. Current period obligation
 - 2. Cumulative obligation
 - 3. Current period expenditure
 - 4. Cumulative expenditure
- iii) **Project Status:** Once a project is entered the recipient will be asked to report on project status each period, in four categories:
 - 1. Not started
 - 2. Completed less than 50 percent
 - 3. Completed 50 percent or more
 - 4. Completed
- iv) **Program Income:** Subrecipients should report the program income earned and expended to cover eligible project costs, if any.
- v) **Project Demographic Distribution:** Recognizing the disproportionate public health and economic impacts of the pandemic on many households, communities, and other entities, Subrecipient must report whether certain types of projects are targeted to impacted and disproportionately impacted communities. Subrecipient will be asked to respond to the following:
 - 1. What impacted and/or disproportionately impacted population does this project primarily serve?
 - 2. If this project primarily serves more than one impacted and/or disproportionately impacted population, please select up to two additional populations served.

R) Monitoring Requirement and Management of Additional Sub-Awards/Pass-Through Recipients

In the event that the Subrecipient subsequently sub-awards any part of the funding of this Agreement to another entity to carry out any part of this Federal award, the Subrecipient shall:

- i) Follow the requirements 2 CFR 200, Subpart D “Subrecipient Monitoring and Management”;
- ii) Include within sub-awarded agreements the necessary language to compel adherence to 2 CFR 200; and
- iii) Ensure that sub-award agreements include language necessary to allow the Department and the Harris County Auditor to inspect and/or audit the records of Subrecipient’

S) No Obligation by Federal Government

The Federal government, Department of Treasury, and any other federal agency or pass-through entity providing financial assistance are not a party to any transaction between the recipient and its contractor. The Federal government or any other federal agency or pass-through entity providing financial assistance are not subject to any obligations or liable to any party for any matter relating to this Agreement.

T) Program Fraud & False or Fraudulent Statements or Related Acts

Recipients, subrecipients, and contractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of recipients, subrecipients, contractors, and subcontractors pertaining to any matter resulting from a contract.

U) Fraud, Waste, and Abuse Reporting

Subrecipient shall promptly report to the County through the County’s Fraud, Waste, or Abuse Hotline and also notify the County in accordance with all the Notice provisions contained in this Agreement of all suspected or known instances and facts concerning fraud, waste, abuse, or criminal activity under this Agreement. The County’s Fraud, Waste, or Abuse Hotline can be accessed by phone at 866-556-8181 or online at <https://secure.ethicspoint.com/domain/media/en/gui/68174/index.html>.

V) Energy Company. In accordance with Tex. Gov’t Code § 2274.002, unless Subrecipient meets an exemption under subsection (c), then, as required by subsection (b), Subrecipient’s signature on this Agreement constitutes Subrecipient’s written verification that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

W) Firearm and Ammunition Industries. In accordance with Tex. Gov't Code § 2274.002, unless Subrecipient meets an exemption under subsection (c) or section 2274.003, then, as required by subsection (b) of section 2274.002, Subrecipient's signature on this Agreement constitutes Subrecipient's written verification that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.

XIII. ADMINISTRATIVE REQUIREMENTS

- A) Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- B) Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs.
- C) Financial Management. The Subrecipient agrees to comply with, and agrees to adhere to, any accounting principles and procedures required by federal law, as well as utilize adequate internal controls relating to performance of the Agreement. The Subrecipient's accounting system to record expenditures must be established and maintained in accordance with generally accepted accounting standards.
- D) Duplication of Benefits; Subrogation. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended through P.L. 116-284 (January 1, 2021), and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C. 5155). The Subrecipient shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.
- i) If the Subrecipient receives duplicate benefits from another source for projects related to this disaster, the Subrecipient must refund the benefits provided by the Grantee to the Grantee. The Grantee may also recover the amount to be repaid, or any part thereof, by deductions from any ARPA funding which was to be paid to Subrecipient.
 - ii) Under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, any entity that has received or is entitled to receive federal disaster assistance is liable to the United States for the repayment of such assistance to the extent that such assistance duplicates benefits available for the same purpose from another source, including insurance and other federal programs.
- E) The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active

registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier. The Subrecipient must also comply with provisions of the FFATA, which includes requirements on executive compensation, and 2 CFR part 170 Reporting and Subaward and Executive Compensation Information.

- F) Procurement and Contractor Oversight. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §§ 200.317–200.327 when procuring property and services under this agreement.
- i) The Subrecipient shall impose the Subrecipient’s obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.
 - ii) The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.
- G) Audits, Documentation & Recordkeeping/Record Retention. Subrecipient shall establish and maintain records sufficient to enable the County to (1) determine whether the Subrecipient has complied with this agreement, applicable Federal statutes and regulations, and the award terms and conditions and (2) satisfy recordkeeping requirements applicable to the County through regulations and guidance issued by the U.S. Department of the Treasury.
- i) Harris County, any Federal agency (including without limitation any federal Inspectors General), the Comptroller General of the United States, or any of their authorized representatives (each an “Auditor”), shall have the right of access to any facilities and to any records, documents, financial statements, papers, or other records of the Subrecipient in order to make audits, examinations, excerpts, and transcripts related to this Agreement. Subrecipient shall cooperate with such examinations, studies, and audits and provide the Auditor with such documents, including without limitation Subrecipient’s backup and support data related to the work, materials, and billings under this Agreement. The Auditor may perform such examinations, studies, and audits before or after payment. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.
 - ii) All recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, and facilities.
 - iii) To the extent required by, and in accordance with, 2 CFR Part 200 and any

applicable guidance from the U.S. Department of the Treasury, Subrecipient, recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors shall retain sufficient records, which may include, but are not limited to financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Subject to, and in accordance with the requirements set forth and in accordance with 2 CFR Part 200 and any applicable guidance from the U.S. Department of the Treasury, records shall be maintained by Subrecipient for a period of five (5) years after this Agreement has ended and the work has concluded.

- iv) Subrecipient, as of thirty (30) days after the completion of the program, will transfer all Documents to Harris County and retain copies of such records for the required retention period.
 - v) Subrecipient shall include this provision in all subcontracts and consulting agreements executed in support of this Agreement, thereby giving any Auditor the right to perform examinations, studies and audits of all subcontractor and consultants paid from funds under this Agreement.
 - vi) This section shall survive termination of this Agreement.
- H) Personally Identifiable Information. Subrecipient must take reasonable measures to safeguard protected personally identifiable information, and other information the County designates as sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. For purposes of this provision, the definition for personally identifiable information found at 2 C.F.R. § 200.1 is incorporated herein.
- I) Disclosure. Subrecipient understands that confidential information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to goods/services provided under this Agreement, is prohibited unless written and valid consent is obtained.
- J) Monitoring & Compliance. To the extent required and in accordance with 2 CFR 200, County shall monitor the activities of Subrecipient as necessary and in accordance with applicable regulations on Subrecipient Monitoring and management, 2 C.F.R. §§ 200.331–200.333, to ensure Subrecipient compliance with all the requirements of this agreement, including the timeframes and performance goals associated with the activities. Substandard performance as determined by the County will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within seven (7) days after being notified by the County, the County may impose additional conditions on Subrecipient and its use of funds (per 2 C.F.R. § 200.208), suspend or terminate this agreement, or initiate other remedies for noncompliance. Monitoring of Subrecipient shall include:
- i) Reviewing financial and performance reports as required by the County.

- ii) Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to this Agreement detected through audits, on-site reviews, and other means.

Depending upon County's assessment of the risk posed by Subrecipient based upon the requirements of 2 CFR 200 and/or applicable guidance from the U.S. Department of Treasury, the following monitoring tools may be used by County to ensure proper accountability and compliance with program requirements and achievement of performance goals that are set forth in this Agreement:

- iii) Providing Subrecipient with training and technical assistance on program-related matters; and
 - iv) Performing on-site reviews of Subrecipient's program operations;
- K) Close Out. The Subrecipient shall closeout its use of the SLFRF funds and its obligations under this agreement by complying with the closeout procedures in 2 C.F.R. § 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records.

Notwithstanding the terms of 2 C.F.R. § 200.344, upon expiration of this agreement, the Subrecipient shall transfer to the recipient any SLFR funds on hand at the time of expiration and any accounts receivable attributable to the use of SLFR funds.

XIV. PUBLIC CONTACT

Contact with the news media, citizens of Harris County, or governmental agencies shall be the responsibility of the County. Under no circumstances shall Subrecipient release any material or information developed in the performance of its Services without the express written permission of the County.

XV. APPLICABLE LAW AND VENUE

- A) The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement or of applicable conditions of participation in Medicaid or Medicare program(s).
- B) This Agreement is governed by the laws of the State of Texas, unless federal law controls as to the issue.
- C) The forum for any action under or related to the Agreement is exclusively in a state or federal court (if the latter has or can acquire subject matter jurisdiction) located in Harris County, Texas. Each party irrevocably submits to personal jurisdiction in the state or federal courts of Harris County, Texas.

- D) The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas, and each party waives any objection based on improper venue or forum non conveniens.

XVI. TAXES AND CHARGES

- A) The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code §151.309, as amended. The County agrees to provide exemption certificates to Subrecipient upon request.
- B) The County is neither liable for any personal property taxes, charges, or fees assessed against Subrecipient nor obligated to reimburse Subrecipient for any taxes, charges, or fees assessed against Subrecipient for the supplies provided or any Services rendered.

XVII. PROHIBITION ON LIENS

In accordance with Texas Property Code § 43.002, Subrecipient, or its contractors or agents, will not create or place, or permit to be created or placed, a lien or any other encumbrance on County property. If any such lien or encumbrance is placed on County property, Subrecipient shall pursue any lawful effort, including but limited to seeking relief in a court of competent jurisdiction, to remove the lien or encumbrance from the property.

XVIII. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

- A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- C) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.
- D) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

XIX. INSURANCE REQUIREMENTS

- A) The Subrecipient shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of the Subrecipient. These requirements do not establish limits of the Subrecipient's liability.

- i) With the exception of Umbrella/Excess Liability and Professional Errors and Omissions Liability all policies of insurance identified herein shall waive all rights of subrogation against the County, its officers, employees, and agents.
- ii) Upon request, certificate(s) of insurance shall be furnished to the County
- iii) The County reserves the right to require additional insurance as it deems it necessary.

B) Subrecipient shall maintain at a minimum:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

One Million Dollars (\$1,000,000.00) each occurrence Limit Bodily Injury; Products-Completed/Operations Limit One Million Dollars (\$1,000,000.00); One Million Dollars Personal and Advertising Injury Limit (\$1,000,000.00); General Aggregate Two Million Dollars (\$2,000,000.00) per project; Umbrella/Excess Liability One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

The County shall be named as an “additional insured” on the commercial general liability policy and any separate policies, where applicable, covering the requirements of this Article.

Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.

- ii) Workers’ Compensation Employer’s Liability, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
- iii) Automobile Liability Coverage: Combined single limit of One Million Dollars (\$1,000,000.00) Combined Liability Limits for Bodily Injury and Property Damage Combined. The County shall be named as an “additional insured” on the automobile policy.
- iv) Proof of insurance with proof of waiver of subrogation and County designated as an “additional insured” must be returned attached to the signed Agreement as Exhibit H, which is attached hereto and incorporated herein by reference.

XX. PAYMENT BOND

- A) Subrecipient shall provide and maintain a Payment Bond with a sum equal to the aggregate value of the subcontracts that are executed by Subrecipient to perform any portion of the Services under this Agreement. If Subrecipient fails to furnish the required Payment Bond within 30 Calendar Days after Subrecipient's execution of the first subcontract, County may terminate the Agreement for convenience at no further cost to County. The Payment Bond is solely for the protection of all claimants supplying labor and material in the prosecution of the Services provided for in the Agreement.
- B) If a subcontract price is increased in connection with a Change Order, the Subrecipient shall increase the bond to reflect the change in subcontract price.
- C) If, at any time during any covered period, the Surety fails to meet the statutory requirements of a Surety in the State of Texas, Subrecipient shall immediately and without County's request, replace the bond with a Surety that complies with the requirements above.
- D) **IF A SUBCONTRACT PRICE OR PROJECT SCHEDULE INCREASES AS A RESULT OF A COUNTY REQUESTED CHANGE ORDER, THE COUNTY SHALL PAY ANY AND ALL INCREMENTAL BONDING FEES AS PART OF SUCH CHANGE ORDER AS MAY BE REQUIRED BY SUBRECIPIENT'S SURETY.**

XXI. OWNERSHIP OF DOCUMENTS; COPYRIGHT

- A) Ownership, right, title, and interest in inventions created under this Agreement shall be owned by Subrecipient as long as not prohibited by 2 C.F.R. 200.315; provided, however, that the County and the Federal Government shall each retain a perpetual, worldwide, non-exclusive, transferable, sub-licensable, royalty-free, irrevocable license to such inventions. The County shall have all copyright and title in and to the Documents and all copies made from them. To the extent any Document is not deemed a "work made for hire" for the County by operation of law, Subrecipient hereby irrevocably assigns, transfers, and conveys, and shall cause its employees, contractors, and agents to assign, transfer, and convey to the County and without further consideration, the copyright to said Document. Houston Land Bank shall be granted a non-exclusive license to the Documents.
- B) Subrecipient represents that it has the right to assign and hereby assigns to the County title and copyright ownership in any completed or partially completed Document. For purposes of IP ownership, Documents exclude works of authorship delivered to the County, but not created, under the SOW (Existing Works), and any modifications or enhancements of such Existing Works made under the SOW. Some Existing Works are subject to a separate license agreement (Existing Licensed Works). Subrecipient retains an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works of Deliverables.
- C) All Subrecipient provided Software license(s) required to meet the requirements of this

Agreement shall be purchased for, licensed in the name of, and delivered to the County. All third-party software provided by Subrecipient shall be non-proprietary to the County.

- D) In accordance with the timing as set forth in the project workplan (or as mutually agreed to), but in no event later than thirty (30) days from completion of the Documents, Subrecipient agrees to deliver to the County, copies, in a form acceptable to the County, of any and all such Documents. Subrecipient may retain one set of reproducible copies of all Documents for the sole use of performing Services for the County.
- E) Upon the cessation of Services for any reason, including but not limited to instruction to cease performance, termination, depletion of funds, completion of Services, or expiration of the Agreement, Subrecipient shall promptly deliver to the Director of the Department all Documents, completed or in progress, that are/were prepared or obtained in performing the Services.
- F) Copyright. Any work performed or materials supplied by Subrecipient do not infringe upon any copyright, trademark, or service mark, nor are they misappropriating any proprietary information.

XXII. WAIVER OF BREACH

Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

XXIII. SEVERABILITY

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

XXIV. SURVIVAL OF TERMS

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provisions, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

XXV. CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not authorize this Agreement.
- B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.
- C) When terms are used in the singular or plural, the meaning shall apply to both.

D) When either the male or female gender is used, the meaning shall apply to both.

XXVI. SUCCESSORS, ASSIGNS, AND SUBCONTRACTING

- A) The County and Subrecipient bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.
- B) Neither the County nor Subrecipient shall assign, sublet, or transfer its or his interest in this Agreement without written consent of the other.
- C) Subrecipient may not enter into any subcontract in connection with this Agreement without the express written consent of the County.

XXVII. NO THIRD-PARTY BENEFICIARIES

- A) The County is not obligated or liable to any party other than Subrecipient for the performance of this Agreement.
- B) Except as to audit rights, nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.
- C) Except as to audit rights, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of the County with respect to any third party.

XXVIII. EFFECTIVE DATE

The Effective Date of this Agreement will be November 12, 2024.


XXIX. ENTIRE AGREEMENT; MODIFICATIONS

- A) This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.
- B) Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

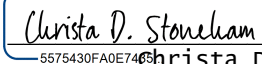
XXX. EXECUTION, MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

ATTEST:

By: 
Name: D658E734FDCD4EB... Matt Zeis
Date Signed: 10/29/2024

Houston Land Bank

By: 
Name: 5575430FA0E7468... Christa D. Stoneham
Title: Chief Executive Officer & President
Date Signed: 10/29/2024

APPROVED AS TO FORM:

Christian Menefee
Harris County Attorney

By: Lina Boul

Assistant County Attorney
CAO File No.:

Date Signed: 10/25/2024

HARRIS COUNTY

By: _____
Lina Hidalgo
HARRIS COUNTY JUDGE

Date Signed: _____

EXHIBIT A

CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

(Follows Behind)

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Harris County by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

EXHIBIT B

Required Federal Clauses

(Follows Behind)

FEDERAL REGULATIONS

The Part 200 Uniform Requirements (2 CFR Part 200) require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,"; to the extent applicable to Subrecipient and this Agreement, the aforementioned provisions are included herein and incorporated by reference." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Subrecipients awarded contracts by Harris County which are federally funded, in whole or in part, are required to comply with the provisions below and incorporated herein, if applicable. Additionally, prime contractors with Harris County are required to include the provisions below and incorporated herein in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Harris County, all contracts made by Harris County under the Federal award shall contain provisions covering the following, as applicable.

INCREASING SEAT BELT USE IN THE UNITED STATES

Subrecipient shall encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

REDUCING TEXT MESSAGING WHILE DRIVING

Subrecipient shall encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient shall establish workplace safety policies to decrease accidents caused by distracted drivers.

DISABILITIES

Subrecipient shall comply with all applicable federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Subrecipient shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9); 24 CFR 570.614; The Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards in Title 24, U.S.C. and associated regulations; the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C. § 1352, if at any time during the contract term funding to contract exceeds \$100,000.00, the Subrecipient shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as laid out in a form available from County upon request.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

DISCRIMINATION

The Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (24 CFR Parts 8-9), the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), and the Age Discrimination Act prohibit Subrecipients from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, disability, or age. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

CLEAN AIR ACT and the FEDERAL WATER POLLUTION CONTROL ACT (2 CFR Appendix II to Part 200 (G))

Subrecipient must comply with all provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended.

Subrecipient agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))

Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds \$100,000 and the contract involves the employment of mechanics or laborers, the Subrecipient must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this contract.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.324(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.324(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Harris County or Subrecipient to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable.

This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any prime construction contract in excess of \$2,000, Subrecipient must comply with the Davis Bacon, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Subrecipient awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Harris County will provide a copy of the current Davis Bacon Wage Decision with this solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Subrecipient shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Subrecipient shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Harris County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true.

Harris County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))

Pursuant to 2 CFR Appendix II to Part 200 (H), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additionally, no contracts shall be awarded to any Subrecipient that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Subrecipient is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include

this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Subrecipient confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, *Debarment and Suspension*. Additionally, the Subrecipient is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Harris County reserves the right to verify any Offeror’s status and document instances of debarment, suspension, or other ineligibility.

The Subrecipient shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Subrecipient further must notify Harris County in writing immediately if Subrecipient or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Subrecipient shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is later determined that Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Subrecipient agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ENERGY EFFICIENCY (42 U.S.C. 6201)

Subrecipient must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201, et seq.). Subrecipient must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))

Except as otherwise provided under 41 C.F.R. Part 60, to the extent the contract meets the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3, Subrecipient must comply with, and incorporate or cause to be incorporated into any contract for, or modification thereof, the following Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

1. The subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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 subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the subrecipient's legal duty to furnish information.
4. The subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the subrecipient's noncompliance with the nondiscrimination clauses of

this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The subrecipient 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 subcontractor or vendor. The subrecipient 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 subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subrecipient must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non- exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES

During the performance of this contract, the Subrecipient must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Subrecipient shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. Equal opportunity clause. The Subrecipient shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a). This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Subrecipient to employ and advance in employment qualified individuals with disabilities.
- b. Subcontracts. The Subrecipient shall include the terms of this clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60-300)

Harris County is an equal opportunity employer of protected veterans. During the performance of this contract, the Subrecipient must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Subrecipient shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

- a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.
- b. The subrecipient shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as “protected veteran(s)”) in regard to any position for which the employee or applicant for employment is qualified. The subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures.
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.
 - iii. Rates of pay or any other form of compensation and changes in compensation.
 - iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.
 - v. Leaves of absence, sick leave, or any other leave.
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - vii. Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.
 - viii. Activities sponsored by the contractor including social or recreational programs.
 - ix. Any other term, condition, or privilege of employment.
- c. The subrecipient shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the subrecipient other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, subrecipients must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the subrecipient's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.
- d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the subrecipient from any requirements in Executive orders

or regulations regarding nondiscrimination in employment.

- e. Whenever a subrecipient, other than a state or local governmental subrecipient, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The subrecipient shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the subrecipient official responsible for hiring at each location. The “subrecipient official” may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the subrecipient that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the subrecipient uses any external job search organizations to assist in its hiring, the subrecipient shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the subrecipient’s first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the subrecipient shall provide updated information simultaneously with its next job listing. As long as the subrecipient is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The subrecipient may advise the employment service delivery system when it is no longer bound by this contract clause.
- f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.
- g. As used in this clause:
 - i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the subrecipient’s organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days’ duration, and part-time employment.
 - ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has

the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

- iii. Positions that will be filled from within the subrecipient's organization means employment openings for which no consideration will be given to persons outside the subrecipient's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the subrecipient proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
- h. The subrecipient shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- i. In the event of the subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- j. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The subrecipient must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the subrecipient, a subrecipient will satisfy its posting obligations by posting such notices in an electronic format, provided that the subrecipient provides computers that can access the electronic posting to such employees, or the subrecipient has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the subrecipient to notify job applicants of their rights if the subrecipient utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
- k. The subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the subrecipient is bound by the terms of VEVRAA, and is committed to take affirmative

action to employ and advance in employment, and shall not discriminate against, protected veterans.

- l. The subrecipient will include the provisions of this clause in every subcontract or purchase order of \$100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The subrecipient will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.
- m. The subrecipient must, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

FAIR LABOR STANDARDS ACT

Subrecipient must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Subrecipient will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act; the Texas Payday Law; the Equal Pay Act; Title VII of the Civil Rights Act of 1964; or any provisions of the Texas Labor Code, as amended.

OBLIGATION OF THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non- Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)

Subrecipient must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)

Subrecipient must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating.

The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.

Subrecipient shall not in any way, directly or indirectly:

- a. Collude, conspire, or agree with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. Pay or agree to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Subrecipients are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

- a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

- b. The Subrecipient agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Subrecipient agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- c. The Subrecipient shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)

Subrecipient must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Subrecipients must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. 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;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- E. 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.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Subrecipients who wish to check the status of a firm may visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Offerors are required to facilitate Minority & Women-Owned Business Enterprise participation and must describe their MWBE Utilization Plan as part of their Offer. The MWBE Utilization Plan should include Offeror's subcontracting and hiring plans, as well as a list of the MWBE or HUB firms Offeror intends to utilize to perform the contract. Offerors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching <https://comptroller.texas.gov/purchasing/vendor/hub/>. Offerors it, or its subcontractors, is HUB-certified by the Texas Comptroller of Public Accounts or the local MWBE office in their jurisdiction.

Subrecipient must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers

throughout the life of the Contract. Failure to include a MWBE Utilization Plan may deem Statement of Qualifications non-responsive.

POTENTIAL CONFLICTS OF INTEREST

Pursuant to 2 CFR 200.112, Subrecipient must comply with conflicts-of-interest requirements contained in the final rule promulgated by Treasury in connection with the Act, as well as any other conflicts-of-interest requirements imposed by federal law or any conflicts-of-interest policies adopted by relevant federal agencies, including without limitation Treasury. Subrecipient must also comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Subrecipient shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than 5 p.m. on the 7th business day after the date the Subrecipient becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$100 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a Statement of Qualifications for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited Statement of Qualifications, that response shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) AND TEX. GOVT. CODE 2258)

Subrecipient must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Subrecipient must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, prime construction contracts in excess of \$2,000 awarded by Harris County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Subrecipient must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Subrecipients must pay the greater wage rate. In addition, Subrecipient must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Subrecipient and any subcontractor

hired by Subrecipient for the construction of any public work, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference, if applicable. In submitting a Statement of Qualifications, Subrecipient and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law, unless federal law requires payment of greater wages. The Parties understand and agree that this Agreement and its SOS and any Purchase Orders and Change Orders, issued hereunder are not for “construction of any project” as define under the aforementioned Texas law.

Subrecipient must submit certified payroll of subrecipient and all subcontractors on a weekly basis. At County’s request, Subrecipient must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview subrecipient, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Harris County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Subrecipient. If, for any length of time and as determined by Harris County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Subrecipient until such discrepancy is resolved and the necessary adjustment made. The Subrecipient shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars (\$60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Subrecipient shall impose these same obligations upon its Subcontractors. Subrecipient understands that with weekly or monthly certified payrolls, subrecipient is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

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

guidelines. In the performance of this Agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

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

Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

Subrecipient must comply with 31 U.S.C. Chapter 38, *Administrative Remedies for False Claims and Statements*, which shall apply to the activities and actions of the Subrecipient and its subcontractors pertaining to any matter resulting from the contract.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (2 CFR Appendix II to Part 200)

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

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas law, Contractor verifies that it does not boycott Israel and will not boycott Israel

through the term of this Contract. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

Pursuant to Texas Local Government Code 262.0276, if, during the performance of this contract, Subrecipient’s taxes become delinquent or Subrecipient becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code 154.045.

Whether or not a Subrecipient’s taxes are delinquent will be determined by an independent review of the Tax Office records. Subrecipients are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Subrecipients who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their Statement of Qualifications in order to ensure that their Qualifications will be considered. Furthermore, if, during the performance of this contract, a Subrecipient’s taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all responses due on or after November 1, 2009.

WHISTLEBLOWER PROTECTION ACT

Subrecipient, subcontractors, and employees working on this Project shall be subject 41 U.S.C. § 4712, which requires that an employee of a contractor, subcontractor, grantee, or sub grantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Subrecipient shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

DOMESTIC PREFERENCE REQUIREMENTS (2 C.F.R. § 200.322)

- A. As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Agreement. For purposes of this paragraph:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) available upon request from the County, as used in this clause—

B. *Prohibitions.*

- (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system; or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

C. *Exceptions.*

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

D. *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if

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

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

E. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

EXHIBIT C

FEDERAL AWARD IDENTIFICATION

(follows behind)

1. Subrecipient Name Houston Land Bank.
2. Subrecipient's Unique Entity Identifier H7UXMLN4STU5
3. Federal Award Identification Number SLFRFP1966
4. Federal Award Date MARCH 19, 2021
5. Subaward Period Of Performance, Start Date and End Date November 12, 2024 – April 30, 2026
6. Subaward Budget Period Start Date And End Date November 12, 2024 – April 30, 2026
7. Amount of Federal Funds Obligated to the Subrecipient by the County \$658,122.00
8. Total Amount of Federal Funds Obligated to Subrecipient by the County, Including the Current Obligation \$658,122.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the County \$658,122.00
10. Federal Award Project Description Harris County has received funds pursuant to the ARPA State and Local Fiscal Recovery Funds (SLFRF). Harris County has elected to distribute funding from the SLFRF to **HOUSTON LAND BANK for the TRADITIONAL HOME PROGRAM THE SUBRECIPIENT WILL ASSIST UP TO 80 LOW-TO-MODERATE INCOME HOUSEHOLDS.**
11. Name of Federal Awarding Agency Department of the Treasury
 Name of Pass-Through Entity Harris County, Texas
 Contact Information for Pass-Through Entity Office of County Administration
 1001 Preston, Ste. 500
 Houston, Texas 77002
12. Assistance Listing Number and Title 21.027; *Coronavirus State & Local Fiscal Recovery Funds (CSLFRF), Coronavirus State and Local Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF)*

- | | | |
|-----|--|--|
| 13. | Is the Award for Research & Development? | No |
| 14. | Indirect Cost Rate | Refer to Section IV. Subrecipient's Subaward |

EXHIBIT D

Conflict of Interest Policy

(follows behind)

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 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.

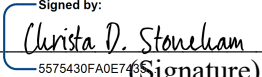
Statement for Loan Guarantees and Loan Insurance

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.

Executed this _____ day of 10/29/2024, 2024.

By  _____
Signed by: 5575430FA0E746
(Signature)

Christa D. Stoneham Chief Executive Officer & President
(Type or Print Name and Title)

Covered Action: HOUSTON LAND BANK / TRADITIONAL HOME PROGRAM

Up to date as of 6/24/2024

All Applicants

The standards in 2 CFR 200, provide that no employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has **a financial or other interest** in or a tangible personal benefit from the firm selection for an award or considered for a contract.

IF NO CONFLICTS EXIST, COMPLETE THE FOLLOWING:

I certify that no conflict of interest exists between Harris County and

(Name of Organization)

I certify that no conflict of interest exists between the subcontractors of and

(Name of Organization)

IF THERE IS A CONFLICT, COMPLETE THE FOLLOWING:

I certify that a conflict of interest does exist between Harris County and

(Name of Organization)

I certify that a conflict of interest does exist between _____ and (Name of subcontractor)

(Name of Organization)

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

Signed by: Christa D. Stoneham Christa D. Stoneham Chief Executive Officer & President
Signature of Authorized Agency Official Typed Name and Title

EXHIBIT E

Subrecipient's Scope of Services ("SOS")

(follows behind)

Exhibit E, Scope of Services to Agreement

HOUSTON LAND BANK FOR TRADITIONAL HOME PROGRAM

I. Application

The American Rescue Plan Act of 2021 (ARPA), enacted on March 11, 2021, is aimed at mitigating the economic and public health impacts of the COVID-19 pandemic. Substantial funding was allocated to support state and local governments, organizations, and communities in their recovery efforts. The U.S. Department of the Treasury (Treasury) oversees the implementation of these funds through the State and Local Fiscal Recovery Fund (SLFRF) program, which provides financial resources to address urgent needs and invest in long-term recovery. The Treasury introduced an interim final rule for the SLFRF program on May 17, 2021, and finalized it with amendments on January 6, 2022.

Despite significant progress in combating COVID-19, the virus continues to pose challenges, particularly for low- to moderate-income households and communities. Recognizing the severe impacts on healthcare and economic stability in these communities, the Treasury has emphasized the need for ongoing support. ARPA funds are therefore directed towards addressing critical issues such as homelessness, housing instability, food insecurity, and disparities in behavioral health and healthcare.

Therefore, Harris County will allocate ARPA SLFRF funds to support projects that expand and enhance essential services and food assistance that have been strained by increased demand due to the pandemic, including homebuyer counseling, meal distribution, and behavioral and medical healthcare for low- to moderate-income households.

This support helps ensure that vulnerable populations have access to essential food resources during times of economic hardship. Additionally, the resources will be made available for supportive services that assist individuals in securing and maintaining stable housing, thereby mitigating the risk of homelessness and improving overall housing security for low- to moderate-income households.

II. Principal Task

The Subrecipient will assist up to 80 low-to-moderate income households with new affordable homes.

The services will be administered from P.O. Box 2549
Houston, Texas 77252.

The Subrecipient shall administer all activities in the provision of the referenced eligible activity in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the Department.

The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses

necessary to provide the required services are current and that the Department shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.

III. Reports

The Subrecipient shall furnish the following reports to the Department:

- a. Other reports as requested.
- b. Reimbursement Request submitted monthly.
- c. Cost Control Report submitted monthly.
- d. Cost Worksheet submitted monthly.
- e. Personnel Cost Worksheet submitted monthly.

Deadlines

- a. Monthly reports are due within ten (10) working days of the end of the monthly reporting periods.
- b. Mid-Year Report is due within ten (10) working days after the end of the first six (6) months of the Agreement period.
- c. Annual Performance Report is due within ten (10) working days after the end of the Agreement period.
- d. Reimbursement requests received more than (60) days after the reporting month may not be honored with the exception of final reimbursement request which is due 30 days after completion of Agreement period.

V. Notice

Department

Thao Costis
Executive Director
Harris County Housing & Community
Development
1111 Fannin Street, 9th Floor
Houston, Texas 77002

Subrecipient

Christa Stoneham
President & CEO
Houston Land Bank.
P.O. Box 2549
Houston, Texas 77252

EXHIBIT F

Budget (“Budget”)

(follows behind)

EXHIBIT F, Budget to Agreement

**HOUSTON LAND BANK
FOR TRADITIONAL HOME PROGRAM**

EXHIBIT G

Subrecipient's Proof of Insurance

(follows behind)

Combined Activity Budget

Service Activity
Activity: Traditional Homebuyer Program

Expense Category	Harris County Grant Funds	Leverage Funds	TOTAL BUDGET
Personnel	\$ 73,673.00	\$ 1,514,665.00	\$ 1,588,338.00
Professional Fees/Contract Services	561,203.00	1,004,788.00	\$ 1,565,991.00
Travel	-	32,445.00	\$ 32,445.00
Building Leases/rent/utility expenses	5,154.50	77,561.50	\$ 82,716.00
Consumables and Supplies	-	-	\$ -
Rent, Lease Equipment	100.00	6,932.00	\$ 7,032.00
Other (audit, insurance, office content,	17,991.00	153,434.00	\$ 171,425.00
Total Activity Cost:	\$ 658,121.50	\$ 2,789,826.00	\$ 3,447,947.50

Capacity Building & Operating Assistance Personnel Detail *Only*

Service Activity
Activity: Traditional Homebuyer Program

Position	FTE	Monthly Salary	No. of Months (no more than 18 months)	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
Accounting Manager & Director of Finance	1	\$ 8,154.18	18	9,394.00	137,382.00	Other government funding	146,776.00
Program Manager	1	\$ 7,295.85	18	8,405.00	122,921.00	Other government funding	131,326.00
Chief Executive Officer & President	1	\$ 14,162.51	18	-	254,925.00	Other government funding	254,925.00
Chief Operating Officer	1	\$ 10,128.35	18	-	182,310.00	Other government funding	182,310.00
Director of Community Development	1	\$ 9,441.67	18	10,877.00	159,073.00	Other government funding	169,950.00
General Counsel & Compliance Director	1	\$ 11,819.26	18	13,616.00	199,131.00	Other government funding	212,747.00
Asset & Disposition Manager	1	\$ 5,994.18	18	6,905.00	100,990.00	Other government funding	107,895.00
Administrative Assistant	1	\$ 5,150.02	18	5,934.00	86,767.00	Other government funding	92,701.00
				-			-
Salary Subtotal				\$ 55,131.00	\$ 1,243,499.00		\$ 1,298,630.00
Fringe Benefits							
FICA (7.65%)				\$ 4,217.52	\$ 93,011.00	Other government funding	97,228.52
Worker's Compensation (not to exceed 5%)				\$ 186.00	\$ 2,718.00	Other government funding	2,904.00
Insurance				\$ 9,030.00	\$ 132,061.00	Other government funding	141,091.00
Retirement				\$ 2,387.00	\$ 34,911.00	Other government funding	37,298.00
Other Fringe Benefits (SUTA, cafeteria plans, etc.)				\$ 2,721.48	\$ 8,465.00	Other government funding	11,186.48
Fringe Benefits Subtotal				\$ 18,542.00	\$ 271,166.00		\$ 289,708.00
Personnel Total				\$ 73,673.00	\$ 1,514,665.00		\$ 1,588,338.00

Non-Personnel Detail				
Direct Costs for Service Activity				
Activity: Traditional Homebuyer Program				
Description	Harris County Grant Funds	Leverage Funds	Leverage Funds Source Description	TOTAL
Professional Fees/Contract Services (including volunteer time for leverage)				
PS - Accounting Services	\$ 3,917.00	\$ 57,283.00	Other government funding	\$ 61,200.00
PS - Audit Services	\$ 1,961.00	\$ 28,673.00	Other government funding	\$ 30,634.00
PS - Consulting Services	\$ 5,568.00	\$ 81,432.00	Other government funding	\$ 87,000.00
PS - IT Services	\$ 1,591.00	\$ 23,276.00	Other government funding	\$ 24,867.00
PS - Paralegal Services	\$ 3,594.00	\$ 52,566.00	Other government funding	\$ 56,160.00
PS - Phase 1 Environmental Site Assessment	\$ 1,440.00	\$ 21,060.00	Other government funding	\$ 22,500.00
PS - Phase 2 Environmental Site Assessment	\$ 192.00	\$ 2,808.00	Other government funding	\$ 3,000.00
PS - Photography and Video Services	\$ 576.00	\$ 8,424.00	Other government funding	\$ 9,000.00
PS - Appraisal Services	\$ 480.00	\$ 7,020.00	Other government funding	\$ 7,500.00
Legal - Legal Counsel	\$ 9,600.00	\$ 140,400.00	Other government funding	\$ 150,000.00
Legal - Minutes	\$ 1,920.00	\$ 28,080.00	Other government funding	\$ 30,000.00
Legal - Title Report	\$ 2,344.00	\$ 34,286.00	Other government funding	\$ 36,630.00
Lot Maint. - Standard Lawn Mowing	\$ 30,720.00	\$ 449,280.00	Other government funding	\$ 480,000.00
Lot Maint. - Lot Maintenance - General	\$ 3,840.00	\$ 56,160.00	Other government funding	\$ 60,000.00
A&M - Advertising and Marketing	\$ 960.00	\$ 14,040.00	Other government funding	\$ 15,000.00
Other:				
Capacity Bld. - Professional services (development and analysis)	\$ 64,759.00	\$ -		\$ 64,759.00
Capacity Bld. - Professional services (Real estate data analysis)	\$ 71,954.00	\$ -		\$ 71,954.00
Capacity Bld. - Professional services (Marketing and communications)	\$ 43,173.00	\$ -		\$ 43,173.00
Capacity Bld. - Professional services (Replating services)	\$ 206,269.00	\$ -		\$ 206,269.00
Capacity Bld. - Professional services (Fundraising support)	\$ 57,563.00	\$ -		\$ 57,563.00
Capacity Bld. - Homebuyer Support Services (Nonprofit partnerships)	\$ 20,000.00			
Capacity Bld. - Legal (Additional paralegal services)	\$ 28,782.00	\$ -		\$ 28,782.00
<i>Subtotal</i>	\$ 561,203.00	\$ 1,004,788.00		\$ 1,565,991.00
Travel & Training (ineligible shelter cost)				
Type of Training				
Training and Development - General	\$ -	\$ 9,945.00	Other government funding	\$ 9,945.00
Type of Travel (non-mileage)				
Travel Expense - General	\$ -	\$ 22,500.00	Other government funding	\$ 22,500.00
Mileage:				
mi./mo. x mos. x .67 cents/mi.				\$ -
<i>Subtotal</i>	\$ -	\$ 32,445.00		\$ 32,445.00
Building leases/rent/utility expenses				
Space Costs (provide location):				
Location:				\$ -
Rent: 1698 sq. ft. @ \$ 27.37 /ft./year (1.5 years)	\$ 4,462.00	\$ 65,251.00	Other government funding	\$ 69,713.00
Utilities:				\$ -
Electricity				\$ -
Water				\$ -
Telephone	\$ 547.00	\$ 8,004.00	Other government funding	\$ 8,551.00
Other Utilities: Internet	\$ 145.50	\$ 4,306.50	Other government funding	\$ 4,452.00
<i>Subtotal</i>	\$ 5,154.50	\$ 77,561.50		\$ 82,716.00
Consumable Supplies (describe)				
				\$ -
<i>Subtotal</i>	\$ -	\$ -		\$ -
Rent, Lease of Equipment and Furniture				
Office Equipment	\$ -	\$ 5,474.00	Other government funding	\$ 5,474.00
Storage Rental				
200 sq. ft. @ \$ 5.19 /ft./year (1.5 years)	\$ 100.00	\$ 1,458.00	Other government funding	\$ 1,558.00
<i>Rent, Lease Furniture Subtotal</i>	\$ 100.00	\$ 6,932.00		\$ 7,032.00
Other Costs				
Direct Audit Costs				\$ -
Postage				
Program specific insurance				
Program specific insurance				\$ -
Software and Subscriptions	\$ 4,171.00	\$ 61,003.00	Other government funding	\$ 65,174.00
Conference and Meetings	\$ 697.00	\$ 10,193.00	Other government funding	\$ 10,890.00
Depreciation Expense	\$ 186.00	\$ 2,714.00	Other government funding	\$ 2,900.00
Filing Fees	\$ 48.00	\$ 702.00	Other government funding	\$ 750.00
Insurance	\$ 3,805.00	\$ 55,652.00	Other government funding	\$ 59,457.00
Membership and Dues	\$ 524.00	\$ 7,670.00	Other government funding	\$ 8,194.00
Office Expense	\$ 1,060.00	\$ 15,500.00	Other government funding	\$ 16,560.00
Budget Adjustment		\$ -		\$ -
Other:				
Capacity Bld. - Software and Subscriptions (Additional legal software)	\$ 7,500.00	\$ -		\$ 7,500.00
<i>Other Costs Subtotal</i>	\$ 17,991.00	\$ 153,434.00		\$ 171,425.00
Non-Personnel Detail Total	\$ 584,448.50	\$ 1,275,160.50		\$ 1,859,609.00

Budget Summary

Program Year:	2024			
Name of Project:	Traditional Homebuyer Program			
Grant Funds Requested by Activity	Activity No.	HCCSD Award (Share)	LEVERAGE	TOTAL PRGM/ACT COSTS
	1	\$ 658,122	2,789,826	\$ 3,447,948
Subtotals:		\$ 658,122	\$ 2,789,826	\$ 3,447,948
Summary of Funds from other sources (Entity name and type) of funding (Leveraging):	Activity No.			
	1	2,789,826		
Subtotal:		\$ 2,789,826		

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Cadence Insurance, A Gallagher Company		NAMED INSURED Houston Land Bank PO Box 2549 Houston TX 77252	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General liability policy includes the certificate holder(s) as additional insured per the blanket provisions of the policy when required by written contract.
Auto liability policy includes the certificate holder(s) as an additional insured per the blanket provisions of the policy when required by written contract.

ORDER OF COMMISSIONERS COURT
Authorizing execution of Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT
BETWEEN HARRIS COUNTY AND HOUSTON LAND BANK FOR TRADITIONAL
HOME PROGRAM**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lesley Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute for and on behalf of Harris County a Subrecipient Agreement with **Houston Land Bank FOR Traditional Home Program** to aid vulnerable residents of Harris County, Texas currently experiencing homelessness, housing instability, food insecurity, and/or behavioral health and healthcare disparities due to the COVID-19 pandemic in an amount not to exceed **SIX HUNDRED FIFTY EIGHT THOUSAND ONE HUNDRED TWENTY TWO DOLLARS AND NO CENTS (\$658,122.00)**. The Agreement is incorporated as though fully set forth herein word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



REQUEST FOR BOARD ACTION

Meeting Date: December 2, 2024

Agenda Item VII D: Consideration and Possible Action to Approve Contracting with Adaapta for EPA Grant Management Services to Not Exceed \$659,000.

ACTION SUMMARY

Approval of this agenda item will authorize the Houston Land Bank (HLB) to contract with Adaapta to provide grant management services for two Environmental Protection Agency (EPA) grants awarded in FY24: the Brownfields Cleanup Grant for the former Velasco Incinerator and the Brownfields Community-Wide Assessment Grant.

This action is necessary to ensure the effective management, compliance, and execution of grant activities and reporting requirements, thereby advancing HLB's mission to foster urban renewal and sustainable community development.

BACKGROUND/OVERVIEW

Adaapta has a demonstrated history of successful collaboration with local neighborhoods, the City of Houston, and mission-aligned partners including managing the FY21 EPA Brownfields Coalition Assessment Grant. Their team's expertise has resulted in significant program milestones such as:

1. Award of \$5.5 million in EPA cleanup and assessment grants in FY24.
2. Effective community engagement initiatives such as quarterly "Juice and Justice" meetings.
3. Proven ability to leverage EPA funding for transformative projects.

In addition to their experience, Adaapta's proposal includes a comprehensive approach to grant management, which aligns seamlessly with HLB's vision. Their proposed budget of **\$659,000** for a four-year service period represents a cost-effective solution for ensuring compliance, advancing project goals, and maximizing the impact of EPA funding.

See Attachment C, pages 1 and 2, for the cost estimate and timeline for the proposal.



November 15, 2025

Houston Land Bank
PO Box 131106
Houston, Texas 77219
Via Submission Portal

Re: Proposal for Houston Land Bank Grant Management Services

Dear Procurement Officer:

We appreciate the opportunity to present this proposal to assist the Houston Land Bank (HLB) with the management of two Environmental Protection Agency (EPA) grants awarded in fiscal year 2024 (FY24): (1) Brownfields Cleanup Grant for the former Velasco Incinerator and (2) Brownfields Community-Wide Assessment Grant for Northeast Houston and East End.

Adaapta is a woman-owned small business enterprise (WOSB) founded by a team with over 30 years of experience serving the brownfields industry as developers, planners, and advisors. Adaapta recently merged with Community Lattice, another WOSB based in Houston, Texas, to accelerate our mission to educate, empower, and equip communities to successfully redevelop their underutilized and contaminated properties to achieve economic, social, and environmental objectives.

In 2020, Adaapta (then Community Lattice) helped HLB secure a \$600,000 EPA Brownfields Coalition Assessment grant, which launched HLB's brownfields program. Since 2020, we have served as fierce advocates for HLB's projects, equipping HLB leadership and staff with trusted advice, reliable strategies, and defensible work that has resulted in many notable accomplishments, including:

1. Successful management and completion of the FY21 EPA Brownfields Coalition grant, meeting all grant compliance and program goals and objectives.
2. Advancement of redevelopment plans for the former Yellow Cab site in Near Northside.
3. National recognition for HLB's brownfields program with HLB's first Disrupt Development conference in January 2024 and invited talks at the 2023 EPA National Brownfields Conference and 2024 California Land Recycling Conference.
4. Award of the FY24 EPA Brownfields Community-Wide Assessment Grant for \$500,000.
5. Award of the FY24 EPA Brownfields Cleanup Grant for \$5 Million.

6. Leveraging over \$150,000 of technical assistance and in-kind resources to support HLB brownfields projects, including two EPA-funded market studies for Yellow Cab and 7811 Harrisburg.
7. Establishing quarterly Juice and Justice community meetings has become central to HLB's community engagement and collective capacity-building efforts to strengthen Houston's nonprofits and small businesses and advance environmental justice.

Adaapta is uniquely qualified to manage HLB's grants because of our experience and expert understanding of how to leverage EPA brownfield funding to accelerate HLB's impact mission and serve the needs of Houston's underserved communities. We also have a working knowledge of HLB project management systems, communication styles, core values, and quality expectations from working with HLB staff and their EPA Project Officer for over two years to manage the FY21 Brownfields Coalition grant. This knowledge and familiarity will ensure our cost-effective and efficient execution of data management, expense tracking, budget analysis, EPA ACRES reporting, EPA quarterly reporting, community engagement activities, marketing/communications, contractor oversight/third-party reviews, and coordination with State and Federal agencies. Further, Adaapta has a specialized team of technical professionals to expand HLB's brownfields inventory development, conduct site reuse plans, and oversee projects by Qualified Environmental Professionals (separately procured) for quality assurance.

We are hopeful that Adaapta will continue to support HLB's brownfields program by managing the two FY24 EPA brownfields grants. Enclosed is our response to HLB's proposal requests. Please don't hesitate to contact the undersigned with any questions or request additional information.

Sincerely,



Danielle Getsinger, PG
CEO

- Attachment A: Statement of Qualifications
- Attachment B: Proposed Scope of Work (Approach & Methodology)
- Attachment C: Proposed Rate Schedule
- Attachment D: References



Attachment A

Statement of Qualifications

Houston Land Bank Proposal for Grant Management Services



November 15, 2024

adaapta

Statement of Qualifications

Updated November 2024





ABOUT US

Adaapta (which merged with Community Lattice in May 2024) was founded on a mission to help communities overcome challenges posed by environmental contamination, climate threats, and socioeconomic disparities to realize their vision for revitalization. We advise local governments and partner with community-based organizations to accelerate transformative projects with proven strategies derived from over 30 years of hands-on experience in brownfield redevelopment, community planning and finance, and innovations in data science technology. As a certified, woman-owned small business with a multidisciplinary team of experts in planning, environmental risk, and community organizing, we are uniquely positioned to help communities nationwide achieve their economic, social, and environmental goals.

COMMUNITY ENGAGEMENT

Community engagement is not only a service but a core value at Adaapta. Through practice, we affirm the environmental justice principle that *demands the right for communities to participate as equal partners at every level of decision-making, including needs assessment, planning, implementation, enforcement, and evaluation.*¹ Working with various clients, we design engagement strategies and participation opportunities through an equity lens, creating a process that ensures all community and stakeholder voices are intentionally sought, listened to, affirmed, and assessed in developing a project.

Adaapta derives philosophies and methods for engagement from *The Spectrum of Community Engagement to Ownership*, developed by Rosa González of Facilitating Power, which was built on the belief that “thriving, diverse, equitable communities are possible through deep participation, particularly by communities commonly excluded from democratic voice & power.” When possible, we extend stipends, paid work, and partnership opportunities to community members and organizations. We believe that community engagement strategies should serve as an opportunity to build the capacity of all participants and to strengthen project outcomes that reflect a consensus built amongst various stakeholders.



Adaapta (formerly Community Lattice) hosting Matthew Tejada, Assistant Deputy Administrator of EPA’s Office of Environmental Justice and External Civil Rights to present new environmental justice funding opportunities made possible by the Biden Administration.

¹ EJ Principal #7: <https://www.ejnet.org/ej/principles.pdf>



We also have specialized experience with public relations and communications related to sensitive topics around environmental injustice, public health, and community trauma. Most recently, we worked closely with the Houston Health Department, U.S. EPA, state agencies, elected officials, and community activists as a liaison to help all stakeholders navigate the complexities of a cancer cluster in Houston’s Fifth Ward and Kashmere Gardens neighborhoods, including understanding the technical concepts related to the spread of cancer-causing contaminants within the community.

Engaging multicultural audiences requires a nuanced and hands-on approach. If needed, we can offer language justice strategies, meeting interpretation, document translation, and community engagement support. Adaapta personnel are fluent in Spanish.



Pop-up Movie Night in Fifth Ward, Go Neighborhoods

PROGRAM MANAGEMENT & GRANT WRITING

Adaapta supports brownfields programs on a national scale as a technical assistance provider with EPA and EPA-funded Technical Assistance to Brownfields (TAB) programs. Additionally, we directly support local governments and nonprofits with program oversight, project management, quality assurance, and compliance with local, state, and federal regulations, policies, and best practices.

One of the key metrics of a successful brownfields program is leveraged funding and securing additional EPA multipurpose, assessment, and cleanup grants. Adaapta has a strong track record with securing funding from the EPA for environmental and climate justice projects. As a technical assistance provider for the EPA and EPA-funded programs, like Kansas State University’s (KSU) and the Center for Creative Land Recycling (CCLR) Technical Assistance to Brownfields (TAB) Programs, Adaapta staff have national experience coaching communities through EPA grant applications. Through these partnerships, we share our expertise on a national scale by providing grant workshops, trainings, and reviews for EPA-specific applications.

Additionally, in recent years, Adaapta has written or significantly supported application preparation to help cities and community-based organizations apply for and win the following:

Applicant	Grant	Amount
City of Austin	FY 21 EPA Brownfields Community-Wide Assessment (CWA) Coalition Grant	\$600,000
City of Houston	FY 18 EPA Brownfields CWA Grant	\$300,000
City of Houston	FY 22 EPA Brownfields CWA Grant	\$500,000
City of Houston	FY 22 EPA Brownfields Revolving Loan Fund Grant	\$1,000,000



Applicant	Grant	Amount
Houston Land Bank	FY 21 EPA Brownfields CWA Coalition Grant	\$600,000
Houston Land Bank	FY 24 EPA Brownfields CWA Grant	\$500,000
Houston Land Bank	FY 24 EPA Brownfields Cleanup Grant	\$5,000,000
Black United Fund of Texas	FY 20 EPA Environmental Justice Collaborative Problem Solving Grant	\$200,000
Black United Fund of Texas	FY 24 EPA Environmental Justice Collaborative Problem-Solving Grant	\$500,000
City of Houston & BUFTX	FY 23 EPA Government-to-Government Environmental Justice Grant	\$1,000,000
City of Houston & BUFTX	FY EPA Environmental and Climate Justice Community Change Grant	\$20,000,000
TOTAL		\$36,100,000

REUSE PLANNING

Reuse planning is essential for identifying brownfields, selecting sites for investment, assessing properties, establishing cleanup goals, and securing funding to complete projects. Adaapta offers comprehensive planning services eligible under an EPA brownfield grant, which include:

- √ Equitable Development Activities
- √ Brownfields Area-Wide Planning
- √ Site Reuse Assessment
- √ Site Disposal Strategy
- √ Development Site Plans
- √ Land Use Assessment
- √ Market Studies
- √ Site Acquisition & Deal Structures
- √ Funding Roadmaps
- √ Conceptual Architectural Renderings

We leverage expertise gained through over 30 years of experience to deliver reliable development plans, risk management strategies, and funding and financing options necessary for unlocking the potential of any brownfield site. Key personnel at Adaapta, including Mary Hashem, Patty Gage, and Tom Currell, are nationally recognized as real estate finance experts specifically in the niche of brownfields redevelopment, affordable housing, and community-based projects. Adaapta’s team goes beyond traditional feasibility studies, offering unparalleled consultation throughout the life of complicated redevelopment projects, understanding the changing dynamics and risk over time and with multiple stakeholders.

Furthermore, through our approach to using data science technology, we have optimized data collection from public and open sources to offer clients and community partners low-cost data for preliminary planning and in-depth analysis. We combine economic, housing, transportation, health, environmental, and upward mobility data at a local and regional level to understand the current makeup of the communities we serve and the opportunities they have for advancement.

KEY PERSONNEL



Danielle Getsinger, PG
CEO

Danielle Getsinger is the CEO of Adaapta. She leads a diverse and innovative team committed to accelerating community-driven revitalization, brownfields redevelopment, and resiliency. Danielle is nationally recognized for her brownfields redevelopment expertise, working closely with government, private entities, and grassroots nonprofits on complex environmental projects, revitalization plans, and environmental justice initiatives in communities across the U.S. Danielle is also a fierce advocate for bridging the “data divide” through intentional and responsible community engagement strategies that facilitate access to data and elevate the lived experiences of community members as part of data collection and analysis. Danielle is a licensed Professional Geologist and holds an MBA from the University of Rhode Island.



Mary Hashem, CRE
Founder & President

Mary is the Founder and President of Adaapta, headquartered in Denver, Colorado. She is an MIT-educated geoscientist with over 35 years of business experience in brownfields real estate development, environmental consulting, and risk management. Her career has focused on the underwriting, acquisition, redevelopment, and divestiture of commercial and industrial properties, including distressed assets with significant financial and environmental challenges. Mary founded Adaapta with a mission to serve communities by providing practical real estate strategies to achieve economic and community revitalization objectives.



Patricia AA. Gage, CRE
Senior Real Estate Finance Advisor

Patricia (Patty) Gage, CRE has worked as a developer, lender, and contractor in commercial real estate for over 30 years. Her career has focused on the Denver market, working on major new urbanist redevelopment, public/private partnerships, and senior debt on all property types. In 2018, she joined Adaapta as Principal. She is responsible for the firm’s advisory services in the areas of financial analysis, project funding, public-private partnerships and development planning. Patty managed the real estate and public finance businesses at Cobiz Financial, a \$4 billion regional banking

institution, for 10 years prior to joining Adaapta. Her \$1 billion portfolio and staff of 30 made significant contributions to the bank’s bottom line. The portfolio was centered in Colorado and Arizona. Prior to joining Cobiz, Patty served in executive positions with Continuum Partners (a large, Denver-based mixed-use developer) and Bank One (now JP Morgan Chase). Her responsibilities have included development; capital procurement; banking and investor relationships; global capital planning; loan origination; loan portfolio management; project management; and asset management.



Tom Currell
Senior Advisor

Tom Currell has more than 25 years of experience in orchestrating all facets of real estate development and finance, spanning the entire development project lifecycle from strategic planning, feasibility analysis, and site selection, to acquisition, project planning, design, entitlement, finance and construction activities. This cumulative project management and real estate advisory work has totaled to more than \$800 million in new investment, delivered 4,400 new residential units to families in need of affordable housing, and created more than 200,000 square feet of supportive commercial mixed-use space. His national experience includes projects in cities such as Detroit, Pittsburgh, St. Louis, Memphis, and numerous cities along the East Coast.



Treasa Antony
Director, Community Relations

Treasa Antony is the Director of Community Relations at Adaapta, based in our Houston office. Treasa brings over 20 years of organizational experience to lead Adaapta’s community engagement initiatives and capacity building for our nonprofit and grassroots partners. Treasa offers a critical perspective for developing a holistic and culturally appropriate approach to building authentic relationships with community members based on trust and mutual respect, which has enabled project partners and clients to facilitate meaningful community participation to inform planning efforts and public programs. Treasa also serves as the Executive Director of Nature Heritage Society, a local Houston nonprofit dedicated to giving underprivileged families access to nature and outdoor activities to promote physical and mental health.



Michelle Spohnheimer
Director, Planning

Michelle leads Adaapta’s planning practice, bringing over 25 years of experience in municipal service and government programming. She was formerly the Director of Housing and Community Development for the city of Marshalltown, Iowa. Her municipal experience focused on local planning and community development; the enforcement of local building, rental housing, nuisance, and zoning codes; management of regional HUD Section 8 and Lead Based Paint programs; hands on disaster recovery; brownfields development; grant writing and administration; and community and public engagement. Michelle holds a degree in Community and Regional Planning from Iowa State University.



Krisandra Provencher
Sustainability Manager

Krisandra is the Sustainability Manager at Adaapta, holding a Master of Sustainability Solutions degree at the Arizona State University (ASU) School of Sustainability. Her Master's research used an anti-colonial perspective to focus on Indigenous environmental/ecological justice and adaptation/resilience in the food system. As the Sustainability Manager at Adaapta, she supports and manages a diverse portfolio of projects, including community-engagement for enhancing community resiliency studies, plans, and federal grant programs.

Project Example: Neighborhood Resilience Plan | City of Houston (2022-2023)

Adaapta (formerly Community Lattice) was a subcontractor to One Architecture and Urbanism, working collaboratively with the Black United Fund of Texas, 5 Engineering, Climate Adaptation Partners, Fernleaf, and Enterprise Community Partners for the development of City of Houston Neighborhood Resilience Plans in three pilot neighborhoods: Independence Heights, Edgebrook, and East Houston. Adaapta was responsible for community engagement efforts, which included the creation of a Community Participation Plan (CPP) to guide the project team in galvanizing community participation in the development of Neighborhood Resilience Plans. Throughout the planning process, we had four “neighborhood support team” meetings, three public meetings, and at least four “sticky events” in each of the three neighborhoods (16, 12, and 15 total). We engaged on Let’s Talk Houston, social media, one-on-one interviews, and through community surveys. However, to work through issues and cultural nuances and truly engage in an inclusive, equitable, and meaningful way, our team went beyond our scope to build relationships and earn trust with community members.

The information gained through meaningful community engagement gave context for the social and environmental vulnerability evaluation and data analysis needed for resilience planning. Furthermore, solutions and strategies developed to mitigate risk, increase resiliency, and build stronger communities were grounded in feedback received from the community. Often, these solutions and strategies were co-designed between the community and One Team with the expectation that community-based organizations would be able to execute resiliency projects or programs independent of City involvement. Our community engagement team also extended beyond Adaapta staff. When possible, we extended stipends, paid work, and partnership opportunities to community members and organizations.



Project Example: Resilience Hub & Houston Agri-Power | Black United Fund of Texas (2019 - 2024)

Adaapta (formerly as Community Lattice) has long partnered with the Black United Fund of Texas (BUFTX) to advance and build capacity around environmental and social justice projects and programming in Houston. Together with BUFTX, Adaapta has served the Greater Fifth Ward community by addressing health disparities and environmental health issues through various project. Since 2021, Adaapta has helped BUFTX secure over \$1.7 million in federal funding from the U.S. EPA and philanthropic organizations to accomplish the following impacts:



- Planted over 1000 “super-trees” (high for carbon sequestration and air quality) in Houston’s underserved communities.
- Created a hydroponic farm in a converted 20-foot shipping container farm to address food insecurity and protect food production from climate vulnerabilities. [Read more here.](#)
- Created a pilot project using two anaerobic digesters to convert food waste into clean energy and fertilizer and reduce methane emissions.
- Established BUFTX’s headquarters, known as the Bayland Center, as a Resilience Hub in collaboration with the City of Houston Health Department, which will involve solar retrofitting of the entire facility, rain-capturing technology, composting, and expansion of hydroponic farming.
- Established a local task force to combat illegal dumping.
- Established a workforce training program for 40 community members to get certified as solar installation technicians through Houston Community College.



Project Example: Community Engagement for All Hazards Climate Vulnerabilities Assessment | Charleston County, South Carolina (2023-2024)

Adaapta (formerly Community Lattice) was a subcontractor to Fernleaf’s All Hazards Climate Vulnerability Assessment project for Charleston County, South Carolina. Adaapta’s team was responsible for conducting focused community engagement to document and integrate qualitative data from the lived experiences of community leaders into a data-rich, county-wide climate vulnerability assessment. Community knowledge is essential for interpreting data that can often be biased or include gaps or hidden assumptions about underrepresented and/or sensitive populations. By partnering with community leaders early in the vulnerability assessment, an opportunity to build trust at the foundation of the resilience-planning process was created. This approach involved facilitating focus groups with community leaders to obtain preliminary feedback, cultivate relationships, garner early support on initiatives, and increase County staff readiness for broader community involvement after the project. The process resulted in identifying early action projects that the County and community leaders could execute to achieve resilience goals, including disaster preparedness communication improvements and food security initiatives.

Furthermore, the Fernleaf and Adaapta team were recently (2024) awarded a \$121,821 grant through the Climate Smart Communities Initiative (CSCI) to partner with Charleston County and Lowcountry Alliance for Model Communities (LAMC), a local community-based organization, to enable a systematic approach to flood mitigation investments and to catalyze climate-smart community revitalization through brownfields redevelopment.



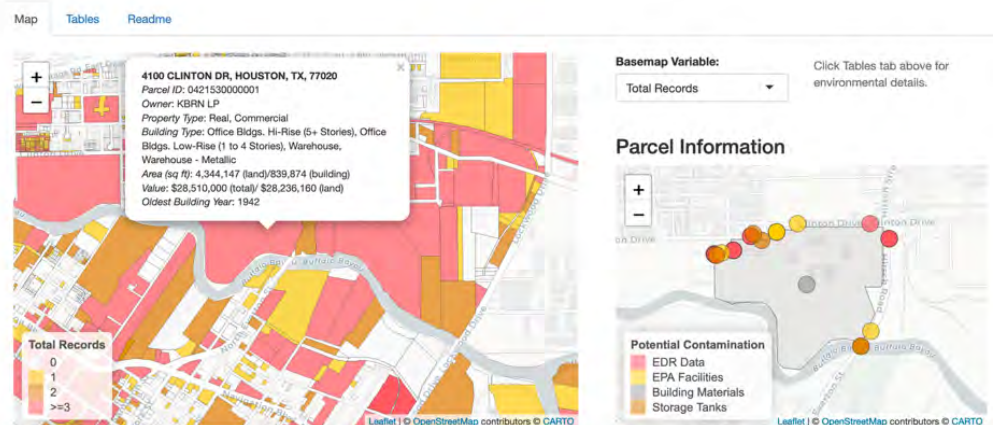
Project Example: Community Engagement and Management of Houston’s Brownfields Redevelopment Program | City of Houston (2019-2024)

Adaapta (formerly Community Lattice) provides programmatic and community engagement support to Houston’s Brownfields Redevelopment Program (BRP) to fulfill the program’s mission of becoming an essential resource to real estate and community development in Houston with Environmental Justice as a core value. Adaapta has had the privilege to help the BRP secure \$2.6 million in EPA Brownfields Grants since 2018, including the establishment of a Revolving Loan Fund (RLF) program. Professional services provided to the City include grant management and EPA reporting, community and stakeholder engagement, strategic planning, technical project oversight, brownfields inventory management, brownfields reuse planning and visioning, training of City staff, environmental justice programming, program marketing, and funding resource mapping. Additionally, Adaapta supports the Houston Health Department’s investigation of a cancer cluster in Northeast Houston.



Houston Brownfields Program Highlights:

1. Independently created the Platform for Exploring Environmental Records (PEER) to give community stakeholders and brownfields developers free access to screen properties for brownfields program eligibility. <https://data.org/stories/community-lattice/>
2. Corridor Study for Fifth Ward Community Redevelopment Corporation of the Lyons Avenue Cultural Arts District to identify 100s of brownfields in the form of vacant lots, historic dry cleaners, and former auto repair/service stations.
3. Environmental assessment and cleanup planning of asbestos for the St. Elizabeth’s Hospital renovation
4. Inventory and assessment of brownfields in support of the Buffalo Bayou East Sector master plan development with Buffalo Bayou Partnership.



Project Example: Fifth Ward Cancer Cluster, Community Engagement & Response Action | Houston, TX (2019-2024)

Adaapta’s diverse blend of scientists and community organizers specialized in trauma-informed engagement makes us uniquely positioned to support public relations and communications related to sensitive topics around environmental injustice, public health, and community trauma. For the past five years, we have worked closely with the Houston Health Department, U.S. EPA, state agencies, elected officials, and community activists as a liaison between various parties to help stakeholders navigate the complexities of the cancer cluster in Houston’s Fifth Ward and Kashmere Gardens neighborhoods. Operating under a contract with the Houston Public Works and the Houston Health Department, we have helped various stakeholders understand technical concepts related to the spread of cancer-causing contaminants within the community, including creosote, dioxins, and heavy metals attributed to the Union Pacific Railyard’s former wood treatment operation.



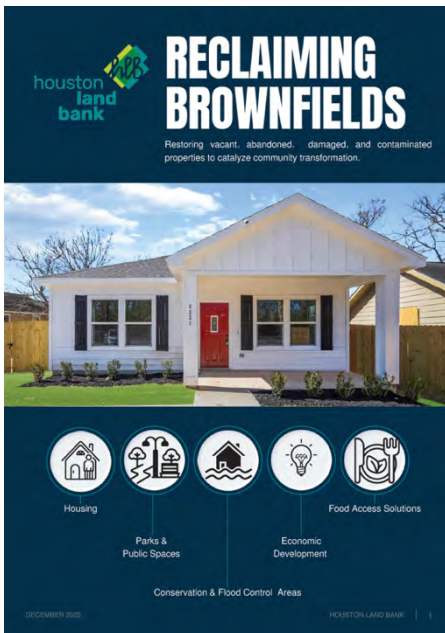
Our support with the Fifth Ward Cancer Cluster has included:

1. Public meeting facilitation
2. Technical debriefs to community leaders and elected officials
3. Subject matter expertise: technical review of historic documents, third party opinion, and environmental assessment planning
4. Coordination and guidance for the establishment of an EPA Community Advisory Group
5. Support and scope development to secure over \$22 million in EPA Environmental Justice funding to address health disparities in Fifth Ward and Kashmere.



Project Example: Community Development & Environmental Planning | Houston Land Bank (2020-2024)

For several years, we have had the honor of working with the Houston Land Bank (HLB) as a strategic advisor and partner to build HLB’s capacity to redevelop underutilized properties throughout Houston. In 2020, we helped write and secure \$6.1 million in U.S. EPA Brownfields grants, enabling the HLB to advance redevelopment plans for sites like the Former City of Houston Velasco Street Incinerator, Former Yellow Cab property, Settegast “Forest,” and several smaller lots complicated with environmental issues. We have used this grant as a launchpad for HLB’s Brownfields Program with ambitious plans to grow brownfields funding and redevelopment resources to bolster HLB’s ability to reactivate properties and address housing, environmental justice, and comprehensive community development needs throughout Houston.



To date, our contributions to program success have included:

1. Development of HLB’s Brownfields Program using a brownfields action plan/framework that establishes brownfields goals in alignment with environmental justice and community needs.
2. Creation of program marketing and communication materials, including updates to the HLB website and brochures.
3. Community engagement, including establishing a brownfields activation committee and the Juice and Justice event series.
4. Community visioning for the Former Yellow Cab site.
5. Management of program expectations with EPA to ensure compliance and to maximize grant potential for impact.
6. Project management and quality control for various brownfields assessment and redevelopment projects.



www.bankingvelasco.org



Quarterly Juice and Justice Community Meeting



Project Example: Market Analysis & Feasibility Services | EPA Technical Assistance (2020-2024)

Adaapta is partnered with Tetra Tech in providing services for the EPA’s regionally-directed Funding and Financing Task Order, which provides communities with access to customized technical assistance on brownfield project financing, redevelopment economics, financial modeling, and other educational resources. Adaapta’s staff brings applied expertise in market and economic analyses, real estate financing, pro forma development, and developing plans for phased redevelopment. Adaapta also provides educational resources and training on a wide range of financial strategies including applying for brownfield grants and loans, acquiring public TIF and PIF financing, conventional debt and equity, and other tax and other financial incentives.

We also bring significant experience leveraging federal, state, local, and private/philanthropic redevelopment resources available to communities. Adaapta’s experts have implemented complex capital stacks including, for example, bringing together over 20 different funding sources for a large and complex brownfields redevelopment project. Adaapta is currently providing services to twelve different communities in EPA Regions 3, 4, 5, 6, 8, and 9.

5 Year Investment Cash Flow Analysis													
Period (years)		Year 2	Year 2	Year 2	Year 2	Year 2	Year 3	Year 3	Year 3	Year 3	Year 3	Year 3	
Period (months)		Month 20	Month 21	Month 22	Month 23	Month 24	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31
Beginning Period Date		5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023	1/1/2024	2/1/2024	3/1/2024	4/1/2024
End Period Date	Row Sum	5/31/2023	6/30/2023	7/31/2023	8/31/2023	9/30/2023	10/31/2023	11/30/2023	12/31/2023	1/31/2024	2/29/2024	3/31/2024	4/30/2024
Operating Pro Forma													
Pro Forma Occupancy	Month 19	50%	75%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Occupied Units	42 units	21	31	42	42	42	42	42	42	42	42	42	42
Revenue													
Rent	88,300 Monthly	44,224	66,446	88,742	88,890	89,038	89,187	89,335	89,484	89,633	89,783	89,932	90,082
Non-Rental Revenue	6,225 Monthly	3,118	4,684	6,256	6,267	6,277	6,288	6,298	6,308	6,319	6,330	6,340	6,351
Xcel Solar Incentive Revenue		193	193	193	193	193	192	192	192	192	192	192	192
Potential Gross Income		47,534	71,323	95,191	95,350	95,508	95,666	95,825	95,985	96,144	96,304	96,464	96,625
Lease-Up Concessions	0.0%	0	0	0	0	0	0	0	0	0	0	0	0
Vacancy	5.0%	(2,377)	(3,566)	(4,760)	(4,767)	(4,775)	(4,783)	(4,791)	(4,799)	(4,807)	(4,815)	(4,823)	(4,831)
Net Effective Rent		45,158	67,757	90,432	90,582	90,733	90,883	91,034	91,185	91,337	91,489	91,641	91,794
Expenses													
Operating Expenses	4,782 PUPA	(8,382)	(12,593)	(16,819)	(16,847)	(16,875)	(16,904)	(16,932)	(16,960)	(16,988)	(17,017)	(17,045)	(17,073)
Utilities Reimbursement	701 PUPA	1,229	1,847	2,467	2,471	2,475	2,479	2,483	2,488	2,492	2,496	2,500	2,504
Management Fee	4.5%	(2,035)	(3,059)	(4,090)	(4,103)	(4,117)	(4,131)	(4,145)	(4,158)	(4,172)	(4,186)	(4,200)	(4,214)
Total Operating Expenses		(9,188)	(13,806)	(18,442)	(18,480)	(18,517)	(18,555)	(18,593)	(18,631)	(18,669)	(18,707)	(18,745)	(18,783)
Net Operating Income		35,970	53,951	71,990	72,103	72,216	72,328	72,441	72,555	72,668	72,782	72,896	73,010



Attachment B

Scope of Work (Approach and Methodology)

Houston Land Bank Proposal for Grant Management Services



November 15, 2024

Proposal for Houston Land Bank Grant Management Services

Attachment B: Proposed Scope of Work

PROPOSED SCOPE OF WORK (Approach and Methodology)

The following scope of work is broken down based on HLB's Request for Proposals, received on October 1, 2024, via email from procurements@houstonlandbank.org. Adaapta will support HLB with two EPA Brownfields Grants: (1) a Cleanup grant for the former Velasco Incinerator Site and (2) a Community-Wide Assessment Grant. Our approach to both grants is similar – to provide grant management, project oversight, community engagement, and planning support. We have provided similar services to HLB over the past two years, aligning our professional services with the HLB's mission, values, ethics standards, engagement philosophy, and quality expectations. Through this work, we have gained a deeper appreciation for HLB's mission and clearly understand HLB's expectations for excellence at all stages of a project. Our objective for both grants is to reinforce HLB's ability to manage risk, address community concerns, and successfully clean up environmental contamination while advancing HLB's overall mission. We also understand HLB's role as a leader in equitable development practices locally and on a national stage. We are committed to maintaining the integrity of HLB's brownfields program and growing HLB's positive impact on the industry at large.

The following is our proposed scope of work (or methodology) for each project. A cost estimate and timeline breakdown are included in Attachment B. Cost estimates are based on our rates schedule, which is also included in Attachment B. If the proposed cost estimates and timelines do not align with HLB's project expectations, we request an opportunity to work with HLB to clarify assumptions and align expectations on scope, schedule, and budget. Please note that the RFP states that the service agreement will be offered for a four-year period and that the grant implementation period is between *July 1, 2023, and September 30, 2027*. However, based on our understanding of both grants, we have proposed a four-year budget period from **January 1, 2024, to December 31, 2028**. The final schedule will be highly dependent upon the construction timeline and approval of key regulatory documents, including the Affected Property Assessment Report and Remedy Action Plan. For planning purposes, we recommend a four-year period and will strive to meet a three-year project schedule if awarded this opportunity.



Proposal for Houston Land Bank Grant Management Services

Attachment B: Proposed Scope of Work

PROJECT 1: VELASCO INCINERATOR CLEANUP

Task 1.1: Community Engagement	\$320,000
<ul style="list-style-type: none">- <u>Work with CBOs</u>: As a local business, located at 3302 Canal Street in 2nd Ward, Adaapta maintains relationships with community-based organizations (CBOs) serving the area immediately impacted by the former Velasco Incinerator project, including Greater East End Management District, Magnolia Fund, Buffalo Bayou Partnership, Super Neighborhoods, Black United Fund of Texas, Air Alliance, and local businesses. Adaapta will intentionally involve CBOs in the cleanup process based on expectations established in HLB’s grant proposal. Further, we will continue to expand partnership opportunities for additional CBOs to become involved with engagement activities, public meetings, educational forums, and project communications.	
<ul style="list-style-type: none">- <u>Community Relations Plan</u>: Adaapta will update the Community Relations Plan created for the Velasco project in 2023 on an annual basis to modify strategies for engagement, transparency, education, and community feedback based on the evolution of the project over time.	
<ul style="list-style-type: none">- <u>Update project Website</u>: Adaapta created www.bankingvelasco.org and will update the website as needed to communicate important information with the public. Adaapta will seek feedback from website users and update content as needed to best communicate project goals, key decisions (including how the cleanup alternative was selected), and responses to community concerns.	
<ul style="list-style-type: none">- <u>Comment Period for Analysis of Brownfields Cleanup Alternatives (ABCA)</u>: Upon the selection of a Qualified Environmental Professional (QEP), Adaapta will host a public comment period for a public ABCA review and facilitate response to comments with the selected QEP. Adaapta is also prepared to work with the QEP to modify cleanup design details, if necessary and as appropriate, to address community concerns and vision.	
<ul style="list-style-type: none">- <u>Public Meetings</u>: Adaapta will coordinate and facilitate public meetings on a quarterly basis to offer updates to community members and stakeholders impacted by and seeking to benefit from the project. Our scope will include collaborating with HLB staff to market the meetings, invite select stakeholders, secure the venue, and document the events with sign-in sheets, photography, meeting notes, community feedback/comments, and media opportunities. These meetings may coincide with the regular Juice and Justice events, described in Project 2. Outreach materials, like flyers and social media posts, will be created in English and Spanish. Live Spanish translation services are available as needed. Key personnel working on this project are fluent in Spanish as a first and second language.	



Proposal for Houston Land Bank Grant Management Services

Attachment B: Proposed Scope of Work

<ul style="list-style-type: none">- <u>Procure a Community Liaison</u>: Adaapta will procure a Community Liaison from the 2nd Ward community to support engagement efforts at an average of 8 hours per month for four years. Adaapta will directly manage the liaison and provide a fair stipend for their service.	Est. \$50,000
Task 1.2: Cleanup Planning	
<ul style="list-style-type: none">- <u>Quarterly Meetings</u>: Adaapta will participate in and prepare meeting minutes from quarterly meetings with the Texas Commission on Environmental Quality (TCEQ), EPA, and the selected QEP to share and receive project updates, understand regulatory requirements, and coordinate project details to complete requirements of the Voluntary Cleanup Program.	
<ul style="list-style-type: none">- <u>Ensure Site is Enrolled in VCP</u>: Adaapta has confirmed that the site is enrolled in the VCP as No. 3308, accepted by TCEQ on March 8, 2024. Adaapta will work with HLB and the selected QEP to maintain compliance with the VCP agreement between HLB and TCEQ.	
<ul style="list-style-type: none">- <u>Finalize Affected Property Assessment Report (APAR)</u>: Adaapta will work with the selected QEP to oversee and manage compliance schedule to finalize the APAR, which was submitted to the TCEQ on June 14, 2024. It is typical for TCEQ to issue a comment letter upon their first review. Adaapta will work with the selected QEP to ensure comments are adequately addressed.	
<ul style="list-style-type: none">- <u>Prepare Remedy Action Plan per VCP</u>: Adaapta will oversee the selected QEP and manage the process of completing the RAP, ensuring that community feedback from the ABCA public comment period is considered in the final engineering design. Adaapta will host another public comment and public meeting to solicit community feedback on the RAP. Documents and public comments will be shared on www.bankingvelasco.org.	
<ul style="list-style-type: none">- <u>Prepare a Decision Document</u>: Adaapta will work with HLB and the selected QEP to document the results of RAP public comment period and public meeting to include comments received, public meeting attendance, response to relevant comments, selection of final cleanup remedy, and changes to the final cleanup remedy, etc. Documents and public comments will be shared on www.bankingvelasco.org.	
<ul style="list-style-type: none">- <u>Finalize RAP and ABCA</u>: Adaapta manage and oversee the selected QEP in the finalization of the RAP and ABCA.	
<ul style="list-style-type: none">- <u>Prepare Site-Specific Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP)</u>: Adaapta manage the process and oversee the selected QEP, who will prepare a QAPP and HASP. Adaapta will provide a quality assurance review of both documents prior to submittal to EPA for approval. Adaapta will manage and oversee any updates required of these documents.	



Proposal for Houston Land Bank Grant Management Services

Attachment B: Proposed Scope of Work

Task 1.3: Cleanup and Post Closure Activities	Est. \$55,000
<ul style="list-style-type: none"> - <u>Oversight of Cleanup & Post Closure Activities</u>: Adaapta will support HLB staff with the management and oversight of the selected QEP to ensure compliance during remediation activities and post-closure monitoring. Adaapta will conduct site inspections on a regular basis with the selected QEP and ensure that inspection documentation is completed and filed for HLB records. Adaapta will also alert HLB staff and leadership if inspection findings pose a real or perceived threat to the project’s integrity, regulatory compliance standing, or community expectations. 	
<ul style="list-style-type: none"> - <u>Davis Bacon Documentation</u>: Adaapta will provide advisory services to ensure the selected QEP and remediation contractors are in compliance with Davis-Bacon requirements, documentation, and labor interviews. Adaapta assumes an advisory role in support of HLB staff or the selected QEP who will be responsible for the completion of the necessary documentation. 	
<ul style="list-style-type: none"> - <u>Collection of Post-Cleanup Samples</u>: Adaapta will provide oversight of the selected QEP to ensure post-cleanup samples are collected in accordance with the project QAPP. 	
<ul style="list-style-type: none"> - <u>Cleanup Documentation</u>: Adaapta will oversee and manage the selected QEP with a Remedy Action Closure Report and any other documentation required by the TCEQ’s VCP to demonstrate that cleanup is complete and protective of human health and the environment. 	
<ul style="list-style-type: none"> - <u>Cleanup Complete Documentation</u>: Adaapta will ensure that the final Certificate of Completion issued from TCEQ is submitted to the EPA and uploaded to www.bankingvelasco.org. 	
Task 1.4: Cooperative Agreement and Project Management	Est. \$526,000
<ul style="list-style-type: none"> - <u>Obtain QEP Services</u>: Adaapta will support HLB, as needed and appropriate, to obtain a QEP that can satisfy the project’s requirements, following federal procurement guidelines 2 CFR Parts 200, 1500, and 33. Adaapta will advise HLB staff on project needs, schedule, budget, and professional service requirements to inform HLB’s procurement strategy. Adaapta is not responsible for the final procurement decisions and assumes HLB leadership will ensure compliance with applicable federal and state laws and regulations, as well as HLB bylaws. Based on the project schedule, we recommend that the QEP be procured immediately in Q1 2026. Additionally, we recommend a separate procurement for remediation services and construction-related activities in Q1 2026 or immediately upon TCEQ approval of the RAP. Adaapta will support the construction procurement process as well. 	
<ul style="list-style-type: none"> - <u>Reporting</u>: Adaapta will provide support to HLB for the preparation of annual MBE/WBE forms and financial statements. Adaapta will be responsible for updating the EPA ACRES database and preparing quarterly reports through ACRES. Adaapta will also prepare success stories and prepare final reports and grant closeout materials. 	
<ul style="list-style-type: none"> - <u>Records</u>: Adaapta will maintain project files on HLB’s SharePoint and assumes HLB will maintain grant and financial files. 	



Proposal for Houston Land Bank Grant Management Services

Attachment B: Proposed Scope of Work

PROJECT 2: COMMUNITY-WIDE ASSESSMENT

Task 2.1: Community Engagement	\$320,000
<ul style="list-style-type: none">- <u>Establish and maintain relationships with CBOs:</u> Adaapta already has well established relationships with community-based organizations, stakeholders, and community advisors throughout Houston. We will leverage and build upon our connections to expand HLB's network, which will be documented and maintained in a database platform of HLB's choosing (like HubSpot, Excel, etc.). This database will include contact information and helpful notes to guide partnerships and collaboration initiatives. Adaapta will also seek opportunities to "go to" the community by attending Super Neighborhoods meetings, special workshops, and other community events to promote HLB's brownfields program, build relationships with CBOs, and seek input from community members on specific projects or program features.	
<ul style="list-style-type: none">- <u>Develop and maintain outreach strategy, brownfields education forums and marketing materials/website:</u> Adaapta will update the Community Relations Plan created for HLB's Brownfields program in 2023 to incorporate specific goals and objectives for engagement, transparency, and community feedback as it relates to the FY24 grant. Adaapta created the initial content for houstonlandbank.org/brownfields-program and will update the website as needed to communicate important information with the public. Adaapta will also organize and facilitate public meetings and educational forums on a quarterly basis to intentionally foster and grow an active and motivated working group to drive brownfields initiatives.	
Task 2.2: Environmental Assessment and Cleanup Planning	Est. \$38,500
<ul style="list-style-type: none">- <u>Prepare Property Eligibility Determination (PED) requests:</u> Adaapta will prepare PEDs or support HLB staff in the preparation of PEDs for sites selected for assessment, cleanup planning, or reuse planning. Adaapta will also coordinate site access agreements for each PED submitted to the EPA for approval.	
<ul style="list-style-type: none">- <u>Management & Oversight – All Technical Projects:</u> Adaapta will manage and oversee selected QEPs for the performance of Phase I Environmental Site Assessments (ESAs), Phase II ESAs, asbestos/lead-based paint surveys, and cleanup plans. Adaapta will perform a third-party review of all technical reports for industry best practices and to ensure compliance with HLB's Quality Management Plan and Quality Assurance Project Plans (if applicable). Adaapta may provide comments or clarifying questions to the QEPs. If needed, Adaapta may provide an opinion regarding next steps and strategies to mitigate environmental and business risk.	



Proposal for Houston Land Bank Grant Management Services

Attachment B: Proposed Scope of Work

Task 2.3: Brownfields Inventory & Reuse Planning	Est. \$55,000
<ul style="list-style-type: none"> - <u>Develop Brownfields Inventory & Priority Sites</u> Adaapta will support HLB, as needed and appropriate, to obtain a QEP that can satisfy the project’s requirements, following federal procurement guidelines 2 CFR Parts 200, 1500, and 33. Adaapta will advise HLB staff on project needs, schedule, budget, and professional service requirements to inform HLB’s procurement process and decisions. Adaapta is not responsible for the final procurement decisions and assumes HLB leadership will ensure compliance with applicable federal and state laws and regulations, as well as HLB bylaws. 	
<ul style="list-style-type: none"> - <u>Reuse Plan:</u> Adaapta will support one priority site with an eligible reuse plan. Adaapta specializes in brownfields reuse planning activities that are eligible under the EPA assessment grants, including market studies, highest and best use analysis, resource roadmaps, and financial modeling. 	
<ul style="list-style-type: none"> - <u>Disposition Strategy:</u> Adaapta will work with HLB staff and leadership to develop a property disposition strategy. Adaapta’s leadership and senior real estate experts have first-hand experience with brownfields land banking acquisition and disposition strategies. Our founder, Mary Hashem, has owned and operated various brownfields acquisition and disposition companies over her 30+ years career, including RE I Solutions (RES), which currently operates in partnership with Adaapta to offer clients with subject matter expertise on real estate strategies. https://resolutionsdev.com/ 	
Task 2.4: Cooperative Agreement Compliance and Project Management	Est. \$60,000
<p>Adaapta assumes that HLB staff will manage most of the Cooperative Agreement compliance and project management, especially as it relates to procurement of a QEP(s), financial reporting, conference travel, Quality Management Plan updates, and MWBE reporting. Adaapta may advise HLB staff as needed in support of CA compliance tasks. Adaapta anticipates supporting HLB further with the following responsibilities:</p> <ul style="list-style-type: none"> - <u>Quarterly Progress Reports:</u> Prepare the final version of the grant proposal, ensuring it is polished, complete, and ready for submission, emphasizing the alignment with HLB’s brownfields initiatives and environmental justice mission. - <u>ACRES Reporting & Final Report:</u> Adaapta will update the EPA ACRES database and preparing quarterly reports through ACRES. Adaapta will also prepare success stories and prepare final reports and grant closeout materials. 	





Attachment C

Timeline and Cost Estimate

Houston Land Bank Proposal for Grant Management Services

adaapta

November 15, 2024

Proposal for Houston Land Bank Grant Management Services

Attachment C: Cost Estimate & Timeline

The following cost estimates and timelines are proposed on a time and materials basis as not-to-exceed budgets based on Adapta's attached rate schedule. The final cost details and timelines are subject to change to meet client and project needs. Adapta will offer monthly progress reports to HLB and maintain active communication regarding schedules, costs, and any anticipated changes to the budget. No additional expenses will be charged to HLB without prior written approval. Based on these estimates, Adapta proposes a total contract budget of \$659,00 for a four-year period.

PROJECT 1: VELASCO INCINERATOR

	TOTAL PROPOSED	BUDGET BREAKDOWN & ANTICIPATED TIMELINE															
		Year 1				Year 2				Year 3				Year 4			
		Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028	Q3 2028	Q4 2028
Task 1.1: Community Engagement	\$320,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Work with CBOs																	
Community Engagement Plan		Update				Update				Update				Update			
Update Project Website																	
Public Comment Period: ABCA																	
Public Meetings (Juice & Justice or Equivalent)																	
Procure Community Liaison																	
Task 1.2: Cleanup Planning	\$38,500	\$2,500	\$5,000	\$5,000	\$10,000	\$5,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Background research																	
Finalize APAR																	
Prepare RAP per VCP Agreement																	
Prepare a Decision Document																	
Finalize RAP and ABCA																	
Prepare QAPP and HASP																	
Task 1.3: Cleanup and Post Closure Activities	\$55,000						\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Oversight of Cleanup & Post-Closure Activities																	
Davis-Bacon Documentation																	
Collection of Post-Closure Samples																	
Cleanup Documentation																	
Cleanup Complete Documentation																	
Task 1.4: CA Compliance & Project Management	\$60,000	\$7,500	\$2,500	\$2,500	\$2,500	\$5,000	\$5,000	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000	\$5,000
Obtain QEP Services																	
Reporting																	
Records																	
VELASCO TOTAL	\$473,500																



Proposal for Houston Land Bank Grant Management Services
Attachment C: Cost Estimate & Timeline

PROJECT 2: COMMUNITY-WIDE ASSESSMENT

	TOTAL PROPOSED	BUDGET BREAKDOWN & ANTICIPATED TIMELINE															
		Year 1				Year 2				Year 3				Year 4			
		Q1 2025	Q2 2025	Q3 2025	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027	Q3 2027	Q4 2027	Q1 2028	Q2 2028	Q3 2028	Q4 2028
Task 2.1: Community Engagement	\$72,000	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500
Work with CBOs Strategies, forums, and marketing/website																	
Task 1.2: Environmental Assessment and Cleanup Planning	\$32,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
Prepare PEDs Management & Oversight of Technical Projects																	
Task 1.3: Cleanup and Post-Closure Activities	\$53,000	\$5,000		\$7,500	\$30,000	\$3,500	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0
Develop Brownfields Inventory and Priority Sites Reuse Plan Disposition Strategy																	
Task 1.4: CA Compliance & Project Management	\$28,500	\$2,500	\$1,000	\$1,000	\$1,000	\$1,000	\$2,500	\$1,000	\$1,000	\$1,000	\$2,500	\$1,000	\$1,000	\$1,000	\$2,500	\$1,000	\$7,500
Quarterly Progress Reports ACRES Reporting Final Report																	
VELASCO TOTAL	\$185,500																





2024 Standard Rates

Staff Category	Hourly Rates	Key Personnel
Principal	\$250	Mary Hashem & Danielle Getsinger
Expert Advisor	\$250	Stuart Miner, Patricia Gage, Tom Currell, Shannon Loomis
Director, Planning	\$200	Michelle Spohnheimer
Director, Environmental	\$200	Richard Lesser
Director, Community Relations	\$200	Treasa Antony
Associate Staff	\$175	Jamie Saunders
Project Manager	\$135	Krisandra Provencher
Technical Staff	\$125	Shelby Duncan, Armaan Khosa
Researcher	\$85	Erica Angell
Clerical	\$85	Marla Berendes

Other Direct Costs

Project-related expenses, including travel, materials, subcontractor costs, fees, and other costs incurred specifically for the project, will be invoiced at cost plus 10%.



Attachment D

References

Houston Land Bank Proposal for Grant Management Services



November 15, 2024



References for Houston Land Bank

Reference	Organization	Description of Service/Project
Deidre VanLangen Deputy Assistant Director	Houston Water, Infrastructure & Development Services Deidre.VanLangen@houstontx.gov (832) 394-9029	<ul style="list-style-type: none"> • Brownfields Program Grant Management • Project Oversight • Quality Assurance • Community Engagement
Kathy Flanagan Payton President & CEO	President & CEO Fifth Ward Community Redevelopment Corporation Kpayton@fifthwardcrc.org (713) 674-0175	<ul style="list-style-type: none"> • St. Elizabeth’s Hospital Redevelopment Support – environmental risk management • Pleasant Hill Municipal Setting Designation (MSD) management
Velika Thomas CFO	Black United Fund of Texas velika@buftx.org (713) 524-5767	<ul style="list-style-type: none"> • EPA Grant Management • Environmental Justice project management • Nonprofit capacity building
Jen Clancey Director of Outreach Innovation & Marketing	Technical Assistance to Brownfields (TAB) Kansas State University Center for Hazardous Substance Research jmclancey@ksu.edu (319) 270-3394	<ul style="list-style-type: none"> • Tribal TAB & Environmental Justice • Brownfields Program support • Research and new technology/e-tools • Market Studies & Feasibility Analysis



REQUEST FOR BOARD ACTION

Meeting Date: December 2, 2024

Agenda Item VII E: Consideration and Possible Action to Authorize the Sale of 0 Arabelle, Houston, TX 77091 (HCAD 0162750160004) to Greater Ward African Methodist Episcopal Church.

ACTION SUMMARY

HLB seeks board approval to sell the property located at 0 Arabelle, Houston, TX 77091 (HCAD 0162750160004) to the Greater Ward African Methodist Episcopal (AME) Church, the neighboring property owner. The 3,000-square-foot lot is located in the Acres Home neighborhood and has historically been used by the church for parking purposes.

BACKGROUND/OVERVIEW

The lot was assessed for potential housing development but was found unsuitable due to its proximity to the church. Following an evaluation by a licensed real estate general appraiser, the fair market value was determined to be \$42,000.

Upon board approval, HLB will proceed with the sale of the property to Greater Ward African Methodist Episcopal Church for the Fair Market value of \$42,000, allowing the church to continue utilizing the lot as a parking area.

P.O. Box 2549, Houston, Texas 77252
281.655.4600

houstonlandbank.org



REQUEST FOR BOARD ACTION

Meeting Date: December 2, 2024

Agenda Item VII F: Consideration and Possible Action to Authorize the Houston Land Bank to approve the exchange of the HLB lot located at 8305 Brandon, awarded to Europa Homes, for the HLB inventory lot located at 4406 Larkspur, to Europa Homes, due to an encroachment issue.

ACTION SUMMARY

Consideration and Possible Action to Authorize the Houston Land Bank to approve the exchange of the HLB lot located at 8305 Brandon, awarded to Europa Homes, for the HLB inventory lot located at 4406 Larkspur, to Europa Homes, due to an encroachment issue.

BACKGROUND/OVERVIEW

During the Round 8 Lot Sale, HLB awarded the property at 8305 Brandon to Europa Homes on September 12, 2024, for the purchase price of \$23,513. However, due to an encroachment issue with the neighboring lot, which includes crosses installed by the adjacent church and a community center directly behind the lot, HLB has determined that 8305 Brandon is not suitable for housing. As a result, HLB offered Europa Homes the option to select a different available lot remaining from the Round 8 Lot Sale inventory. On November 1, 2024, Europa Homes chose to proceed with a submission for the property at 4406 Larkspur.

Original Awarded Lot

HCAD	Lot Address	Area	Lot Sq Ft	Lot Sale Price	Home Sales Price	Bed/Bath/Tier
0511710920002	8305 Brandon	Sunnyside	5,000	\$23,513	\$208,614	3/2/Tier II

New Awarded Lot

HCAD	Lot Address	Area	Lot Sq Ft	Lot Sale Price	Home Sales Price	Bed/Bath/Tier
0730510050018	4406 Larkspur	Sunnyside	5,000	\$20,174.00	\$208,545	3/2/Tier II

Should the board approve this action item, HLB will exchange 8305 Brandon for 4406 Larkspur, allowing the builder to proceed with the purchase the lot to produce affordable homes in the Traditional program.