



BOARD OF DIRECTORS REGULAR MEETING

February 13, 2025

Table of Contents

Agenda

Page 3

December 02, 2024 Meeting Minutes

Page 5

Financial Reports

Page 9

Page 12

Item VIII a Consideration and Possible Action to Approve the 2024 Houston Land Bank Tree-Trimming and Tree-Removal Service Providers per the Request for Proposals for Tree-Trimming and Tree Removal Services as posted on December 03, 2024. And reissued January 08, 2025.

Item VIII b: Consideration and Possible Action to Approve the 2024 Houston Land Bank Marketing and Brokerage Services for Sale of Affordable Homes Providers per the Request for Qualifications for Broker Services as posted on November 06, 2024.

Page 26

Item VIII c: Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.

Page 59

Items VIII d: Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plan Act (ARPA) with Harris County.

Page 64

Items VIII e: Consideration and Possible

Page 140

Action to Authorize the Ratification of the Acquisition of 5922 Bobby Burns St (HCAD 0122660000003), 5926 Bobby Burns St. (HCAD 0122660000002), and 5930 Bobby Burns St (HCAD 0122660000001).

Items VIII f. Consideration and Possible

Page 141

Action Consideration and Possible Action to Approve the Houston Land Bank Mid-Year FY 2025 Budget Revisions.

Items VIII g. Consideration and Possible

Page 146

Action Consideration and Possible Action to Approve Houston Land Bank to Submit Application and Proposal for 2025 The Thriving Communities Grant.



BOARD OF DIRECTORS REGULAR MEETING
AGENDA

Thursday, February 13, 2025 – Noon
Sunnyside Health and Multi-Service Center
4410 Reed Rd, Classroom 2127
Houston, Texas 77051

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 4410 Reed Rd, Classroom 2127 Houston, Texas 77051. 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 Wednesday, February 12, 2025. 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. December 02, 2024 Board Meeting
- IV. Chairman's Greeting: Matt Zeis
- V. Newly and Re-appointed Board Members: Swearing-in and Oaths
- VI. President's Greeting: Christa Stoneham
- VII. Committee Reports:
 - a. Executive Committee: Matt Zeis, Chair
 - b. Finance Committee: Open, Chair
 - c. Partnership and Program Development: Chrishelle Palay, Chair
 - d. Real Estate Acquisition and Disposition: Tonzaino Bailey, Chair
 - e. Procurement and Oversight: Elaine Morales-Diaz, Chair
- VIII. Board Action Items
 - a. Consideration and Possible Action to Approve the 2024 Houston Land Bank Tree-

- Trimming and Tree-Removal Service Providers per the Request for Proposals for Tree-Trimming and Tree-Removal Services as posted on December 03, 2024. And reissued January 08, 2025.
- b. Consideration and Possible Action to Approve the 2024 Houston Land Bank Marketing and Brokerage Services for Sale of Affordable Homes Providers per the Request for Qualifications for Broker Services as posted on November 06, 2024.
 - c. Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.
 - d. Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plan Act (ARPA) with Harris County.
 - e. Consideration and Possible Action to Authorize the Ratification of the Acquisition of 5922 Bobby Burns St (HCAD 0122660000003), 5926 Bobby Burns St. (HCAD 0122660000002), and 5930 Bobby Burns St (HCAD 0122660000001).
 - f. Consideration and Possible Action to Approve the Houston Land Bank Mid-Year FY 2025 Budget Revisions.
 - g. Consideration and Possible Action to Approve Houston Land Bank to Submit Application and Proposal for 2025 The Thriving Communities Grant.

IX. 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.

X. Board Member Comments

XI. Adjournment

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

**December 4, 2024
THE POST – COMMON DESK BOARDROOM, STE 200
402 FRANKLIN, HOUSTON, TX.**

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 The Post, Common Desk Boardroom, Ste. 200, located at 401 Franklin Street, Houston, Texas. 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.

The board members in attendance were:

David Collins	Danielle Keys Bess
Matt Zeis, Chair	Francisco Castillo
Marilyn Muguerza	Chrishelle Palay
Tonzaino Bailey	

Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; LaTosha Okoiron, In-House Legal Counsel and Compliance Director for the HLB; Isai Mendez, Finance Director for the HLB; Graciela Saenz outside Legal Counsel for HLB; Ms. Lindsey Williams, Director of Community Development for the HLB; Ms. Melanie Young, Director of Operations; Donesha Albrow, Program Manager for the HLB; Charles Keys, Asset and Disposition Manager for the HLB; LeKendra Drayton, Administrative Assistant for the HLB.

There was a preliminary session before the meeting, and we were called to order at 5:10 p.m. due to lack of quorum. Chair Zeis made a quick report. The meeting was finally called to order when Board Member Castillo joined the meeting, and the meeting officially started at 5:15 p.m.

- I. Chair Zeis made the roll call, and a quorum was present to begin the deliberations.
- II. Public Speakers & Registered Attendees – there were no public speakers or attendees.
- III. Consideration and Adoption of Meeting Minutes for October 17th, 2024, Board Meeting. One correction to the minutes was made for the name of Board member Francisco Castillo. The minutes are to be corrected to reflect his last name as Castillo as opposed to the minutes that reflected Garcia.
Change to the minutes were accepted and the items moved by Bd Member F. Castillo and 2nd by Bd Member Keys-Bess. Item unanimously passed.
- IV. Chairman's Greeting by Matt Zeis – stated that only had a small presentation and confirmed the meeting of the Executive Committee to go over the agenda.
- V. Committee Reports:

- a. Executive Committee - allowed the President/CEO Stoneham to give report. Ms. Stoneham reported the following:
 - Attended the opening ceremony for AA Exhibit about housing disparities.
 - Attended the Faith and Affordable Housing Summit hosted by the Houston Housing Authority and had the COH Housing Dept; the Houston Land Trust and everybody from the groups working on affordable housing participated in discussion regarding comprehensive housing strategies.

Board Member Castillo asked - How much undeveloped land are owned by Churches that need to be developed and looking at how to develop.

Christa stated that the faith-based sponsored by CM Thomas spoke of these opportunities and the goal was to get them to look at how to use them to provide affordable housing. She asked if CM Castillo attended, and he stated no.

Ms. Stoneham then stated that the HLB was featured by People's Practice Wanted. This would be a partnership with Fannie Mae. The article was written to show many designs for the adaptation of ADA compliant design, transforming underutilized properties into vibrant spaces. These articles are intentional for getting the word out about what the HLB can do.

There was an RVP Conference as well -Center for Community Progress which is created every two years and HLB was invited to speak on the work they are doing.

Ms. Stoneham then introduced a new HLB Team member, Ms. Melanie Young, who will be the new Director of Operations. She brings with her an impressive tech background in housing.

She also announced that there was a check ceremony for a \$21,000 donation from Veritex Bank.

She also stated that there is an opening for a Brokerage company and cleaning services for development of an RFQ. She stated that when trees fall on properties there needs to be cleaned up to better protect the HLB's assets and this will help the team.

Thirty-five properties are available, and 10 to 11 properties are about ready and ready to get the properties on the market.

Ms. Stoneham also gave the following as upcoming events:

- Community Meeting held for discussion on the 7811 Harrisburg site. It is presently a brownfield in the East End and is now free and clear for development. The work now is to work with the community in partnership w CM Joaquin Martinez (District I). There is discussion about a 51% mixed use. The sponsored meeting w CM Martinez will be this Saturday, Dec 7 at the Magnolia Park Multi-Service Center from 8 to 10 a.m. What will their vision for this site be?
- There will then be another meeting, Jan 25, 2025, to present to the community what HLB may think they heard from the community and then a final meeting sometimes afterwards with a presentation of plans for the area.

The HLB is working through an EPA Brownfield grant of \$500,000 and another program will get the feasibility study to know the needs such as size and hopefully should have final report by the end of Feb. 2025.

In another project and in partnership with the Houston Land Trust and Centerpoint, the HLB will be hosting an immersive event at the Authenticus Inc. Warehouse located at 6309 Guhn Rd., Bldg B, Houston, Tx. on Friday the 13th of Dec from 10 a.m. to 2 p.m. The event will have architects from all the areas of the communities and help with cataloguing home designs which will then be available and completed by Sept 2025. What can a home look like? The Workshop is “Make Your Voice Heard,” especially for residents and the community voice.

- b. Finance Committee – No report by Danielle Keys Bess, Chair but the budget and financial are in the board packet.
- c. Partnership & Program Development Committee Report – Chrishelle Palay, Chair – no report.
- d. Real Estate Acquisition & Disposition – Tonzaino Bailey, Chair – the information as given by the Executive Committee report gave information.
- e. Procurement and Oversight – Board Member Elaine Morales, Chair was absent. CEO Stoneham stated that the Procurement Committee is looking at two items: providing legal services for land acquisitions and other legal needs that the HLB may have. There were several legal firms that applied and all five scored enough to qualify as vendors including Winstead and Husch Blackwell. They were all qualified and could be used in the future by the HLB. Also discussion about General Contractor services

VI. Board Action Items –

- a. Consideration and Possible action to Approve the 2024 Houston Land Bank Legal Service Providers per the RFQ for Legal Services as posted on August 30, 2024. The motion was made by Bd Member Bess and second by Board Member Castillo. Discussion followed passed w/unanimously approval. -

ITEMS b and c were held back due to one of the board members who has conflict and once he leaves the board meeting would lose quorum.

d. Consideration to approve Adapta, Inc as the service provider management of the EPA Grant Management Services. Moved by Bd Member Bess and second by Bd Member Murgueza. Discussion followed – the management would be a 4-year oversight contract of a \$5 million dollar grant for clean up of contaminated lots. The grant requires oversight of procurement reports and other EPA reports, as well as the needed community engagement. The item was unanimously passed and approved.

e. Consideration and authorization of the of 0 Arabell to the Greater Ward African Methodist Episcopal Church. The purchase price is based on fair market value. Item was moved by Bd Member Bailey and second by Bd Member Murgueza. Discussion followed:

Bd Member Collins asked if the property could be given to the church, but the answer was no. It had to be sold for the fair market value of \$40,000. The vote was held with Bd Member Collins abstaining from the vote and item was finally approved.

- f. Consideration was given to authorize the exchange of an HLB lot located at 8305 Brandon, previously awarded to Europa Homes, for the HLB inventory lot located at 4406 Larkspur to Europa Homes due to encroachment that would not permit the construction of an affordable home. They requested a swap for something favorable. Item was moved by Bd Member Bailey and seconded by Bd Member Castillo. Discussion ensued. Bd Member Bess asked about the encroachment. A description was made by staff that the lot was positioned in the middle of church activity and not in a suitable location. The property was appraised for \$75,000 and as of now the church cannot purchase it. They are using the property for now. Vote held and the motion was unanimously approved. –

VII. Executive Session – No need for any items to go into executive session.

Adjourned at 6:01 p.m.

Houston Land Bank

Balance Sheet

As of December 31, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
10100 Chase - Operating 8465	149,348
10200 UNB - Operating MM 4992	91,930
10300 Chase - Lot Acquisition MM 7058	1,706,631
10400 Chase - Board Reserve MM 7066	2,957,371
10500 Chase - Restricted Funds 5577	437,761
10600 Susser Bank - MM 7878	249,423
10700 Susser Bank - Savings Sweep 78781	65,926
Total Bank Accounts	\$ 5,658,391
Accounts Receivable	
12100 Accts Receivable	431,268
Total Accounts Receivable	\$ 431,268
Other Current Assets	
Prepaid Expenses	
14100 Prepaid Acquisition Costs	28,543
14200 Prepaid Insurance	138,998
14300 Prepaid Rent	3,689
14400 Prepaid Security Deposit	4,689
14500 Prepaid Subscription Services	4,066
Total Prepaid Expenses	\$ 179,984
Total Other Current Assets	\$ 179,984
Total Current Assets	\$ 6,269,643
Fixed Assets	
15100 Equipment	19,745
15900 Accum. Depreciation	-13,837
Total Fixed Assets	\$ 5,908
Other Assets	
16200 Lease Asset	41,921
Total 17100 Investments Held For Sale	10,190,741
Total Other Assets	\$ 10,232,662
TOTAL ASSETS	\$ 16,508,214
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20100 Accounts Payable	48,720

Houston Land Bank
Balance Sheet
As of December 31, 2024

	Total
Total Accounts Payable	\$ 48,720
Other Current Liabilities	
21100 Liabilities Due to HCDD	1,692,115
21400 Liabilities Due to HLB Fund	109,466
21600 Lease Liability - Current	21,300
21800 Unearned Revenue	405,200
21900 Other Liability - Current	-447
Total Other Current Liabilities	\$ 2,227,634
Total Current Liabilities	\$ 2,276,354
Long-Term Liabilities	
22600 Lease Liability - Noncurrent	22,123
Total Long-Term Liabilities	\$ 22,123
Total Liabilities	\$ 2,298,477
Equity	
30100 Unrestrict (retained earnings)	14,540,478
Net Income	-330,742
Total Equity	\$ 14,209,736
TOTAL LIABILITIES AND EQUITY	\$ 16,508,214

Houston Land Bank

Income Statement

July - December, 2024

	Total
Income	
40100 Acquisition and Development Agreement	374,461
40200 Administrative Fees	37,500
40500 Outside Sources Contributions	188,244
Total Income	\$ 600,205
Gross Profit	\$ 600,205
Expenses	
60100 Salaries and Fringe	447,449
60200 Legal Fees	53,565
60300 Professional Services	109,410
60400 Property Cost - Lot Maintenance	194,594
60500 Software and Subscriptions	20,982
60600 Rent Expense	24,578
60700 Advertising and Marketing	3,039
60800 Bank Fees	365
60900 Conference and Meetings	9,887
61000 Depreciation Expense	921
61200 Insurance	42,221
61300 Membership and Dues	2,003
61400 Office Expense	1,780
61500 Phone and Internet	4,062
61700 Travel Expense	7,659
61800 Other Miscellaneous Expense	200
62200 Property Cost Disposition - HLB Traditional	15,557
63200 Property Cost Disposition - NHDP	33,029
Total Expenses	\$ 971,299
Net Operating Income	-\$ 371,095
Other Income	
70100 Interest Income	40,353
Total Other Income	\$ 40,353
Net Other Income	\$ 40,353
Net Income	-\$ 330,742



REQUEST FOR BOARD ACTION

Meeting Date: February 13, 2025

Agenda Item VIII a: Consideration and Possible Action to Approve the 2024 Houston Land Bank Tree-Trimming and Tree-Removal Service Providers per the Request for Proposal (RFP) for Tree Trimming and Tree Removal Services as posted on December 3, 2024, and reissued January 8, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize Houston Land Bank (HLB) to contract with the successful submitters as described under the Houston Land Bank Request for Proposal (RFP) for Tree Trimming and Tree Removal Services issued on December 3, 2024, and reissued on January 8, 2025.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

Houston Land Bank (HLB) sought proposals to provide tree-trimming and tree removal services for HLB for a two (2) year period beginning March 1, 2025, with the option to extend for two (2) additional one-year terms.

As a result of the RFP, two submissions were received. The procurement breakdown is as follows:

Two Submissions

1. Olive Tree Services- Failed Submission due to not submitting the required documents
2. Remodel HTX LLC- Pass (85/100 Score)

Upon board approval, Houston Land Bank (HLB) will proceed with contracting with Remodel HTX LLC, for current and future tree-trimming and tree-removal services.



**HOUSTON LAND BANK
Reissued and Revised
REQUEST FOR PROPOSALS (RFP)
TREE-TRIMMING AND TREE-REMOVAL SERVICES**

Responses Due to the [HLB Intake Form](#)
No Later than 5 p.m. Central on Friday, January 24, 2025.

Introduction

The Houston Land Bank (HLB) is seeking proposals to provide tree-trimming and tree-removal services for HLB for a two (2) year period beginning March 1, 2025, and with the option to extend for two (2) additional one- year terms.

About Houston Land Bank

HLB is a not-for-profit local government corporation incorporated in Texas and is a component unit of the City of Houston. HLB is committed to being a robust and innovative partner in the equitable redevelopment of Houston neighborhoods and a good neighbor to the communities in which we work to provide affordable homes for low- and moderate-income Houstonians. HLB promotes the development of affordable homes primarily through the sale of vacant properties to builders with the requirement that the property is used for construction of an affordable home for income-qualified buyers (properties may be sold for less than appraised value to incentivize construction) and through the sale of developed properties on which the City of Houston's New Home Development Program has commissioned the construction of affordable homes for income-qualified Houstonians. For more information on HLB, please visit www.houstonlandbank.org.

TO RESPOND:

Respondents must meet the criteria described below, provide a complete submission and pay the \$100 application fee for consideration. Per the submission criteria below, please submit qualifications via the [HLB Intake Form](#) by 5 p.m. Central time on January 24, 2025. Respondents may ask questions regarding this solicitation by submitting an email to procurements@houstonlandbank.org by January 17, 2025, at 5 p.m. Central time. HLB will post written responses to all questions received by the deadline on the HLB website at www.houstonlandbank.org (please see the Procurements Section on the Resources page).



EXPECTED TIMELINE (SUBJECT TO CHANGE):

Process & Schedule HLB anticipates following the schedule below for this procurement. Dates are subject to change at HLB's sole discretion.

Request for Proposals reissued	January 8, 2025
Questions due regarding RFP	January 17, 2025, by 5 p.m. CST
Proposals due	January 24, 2025, by 5 p.m. CST
Evaluation of proposals	February 2025
Contract executed	March 2025

PURPOSE

This Request for Proposal seeks proposals from qualified service providers, hereinafter referred to as the "Contractor", to establish a Contract(s) for tree-trimming and tree removal services for the Houston Land Bank's (HLB) properties. The initial contract(s) term will be 24 months (about 2 years) with two 12-month options. The best-evaluated, responsive, responsible bidders will be recommended to the HLB Board of Directors for a contract award. There will be three (3) awards made under this solicitation for award. However, there is no guarantee that work and projects will be awarded to contracted parties on an as-needed basis. If the Contractor is unable to respond to the assignment of work within 48 hours (about 4 days), HLB reserves the right to re-issue the work to other contractors



1.0 **WORK OBJECTIVES**

Work under this Contract has three broad objectives:

- 1.1 To provide for the safety of people and property.
- 1.2 To prepare properties for development
- 1.3 To remove decaying trees and maintain the aesthetics of neighborhoods

2.0 **APPLICABLE STANDARDS AND REGULATIONS**

- 2.1 All work shall be done thoroughly and professionally in accordance with the Contract documents, specifications, and acknowledged industry standards. Deviations from the Contract documents, specifications, or industry standards shall not be permitted without the prior written consent of HLB.
- 2.2 These standards include Industry standards as promulgated by the Texas Nursery and Landscape Association's (TNLA) Texas Certified Landscape Professional Manual.
- 2.3 HLB reserves the right to amend the Contract to add, remove, or change these standards to comply with ordinances and statutes, recognize new industry best practices, or for any reason HLB deems necessary.
- 2.4 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.
- 2.5 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to Bidders since manufacturers and trades involved are required to be familiar with these requirements.



- 2.6 Any material, method, or procedure specified by reference to a specific standard or specification, such as a commercial standard, federal or state specification, industry or government code, trade association code or standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto.
- 2.7 The code, specification, or standard referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Such specifications and standards are not furnished to Bidders since manufacturers and trades involved are required to be familiar with these requirements.

3.0 **CONTRACTOR'S QUALIFICATIONS**

- 3.1 To be considered for Contract award, the Bidder must be able to demonstrate that they currently provide, or have provided, Trimming & Removal Services. The Bidder must have three (3) written references documenting previously performed Tree Trimming & Removal Services. HLB will determine if the services performed for the references are like the scope of services contained herein, and whether the Bidder can perform such services.

3.2 **Minimum Resource Requirements:**

HLB will require acceptable evidence of the prospective Contractor's ability to obtain required resources. This shall be a commitment or explicit arrangement in existence at the time of a site-visit by HLB to rent, purchase, or otherwise acquire the needed equipment, personnel, or other resources to adequately perform the Scope of Work, including but not limited to:

Removal Trucks

Prentice Loaders

Aerial-Lift

Chainsaws

Work Crew

Stump-Grinding Equipment

4.0 **STANDARD OF PERFORMANCE**

- 4.1 The Contractor shall furnish all labor, tools, safety equipment, supervision, transportation, insurance, and all other ancillary items/services necessary to complete the following project in strict accordance with the provisions of



this Contract. The work shall be performed at the locations specified in the work order. The Contractor shall coordinate their performance of the services with HLB.

- 4.2 The Contractor's performance shall be in accordance with the most current standards stated in this solicitation and any other current standard prevailing in the tree removal industry. The Contractor shall be required to perform and complete the tree removal work described in this Contract in a thorough, professional, and safe manner. Any item primary, secondary, or incidental to the performance of this Contract shall be included in this service. The Contractor shall employ individuals skilled in their respective trades. Any person HLB may deem incompetent or disorderly must be promptly removed by the Contractor and not allowed to work on a HLB project.

5.0 **ASSIGNMENT OF WORK**

- 5.1 The Contractor shall be notified of a work order by email, fax, or telephone. The Contractor shall confirm receipt of the work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The work described on the work order shall be completed within twenty (20) calendar-days from the date the Contractor receives the work order.
- 5.2 Tasks to be completed on a work order include tree removal, stump grinding, sod replacement, back-fill of topsoil, debris removal, safety controls, sodding, and pest control.
- 5.3 If there is inclement weather or extenuating circumstances during the work period, HLB may extend the time in which the work is to be completed. All extensions shall be in writing and signed by the HLB.
- 5.4 If during services, the Contractor finds that the work order cannot be completed within twenty (20) calendar-days, a revised estimate shall be prepared by the Contractor and emailed to HLB representative for approval.

6.0 **PERFORMANCE OF WORK**

- 6.1 The Contractor shall work Monday- Friday, and only between the hours of 6:30 AM – 5:00 PM, and follow HLB's holiday schedule unless they have prior approval from HLB. The Contractor shall confirm the work order
- 6.2 location(s) with HLB between the hours of 6:00 AM and 9:00 AM of each workday and via email or telephone.



- 6.3 Work hereunder shall be performed on HLB property and drainage utility easements, which may include street and utility rights-of-way, alleys, esplanades, parkways, and other HLB properties.
- 6.4 The Contractor shall provide HLB with their General Foreman's, or other appropriate Single Point of Contact (SPOC), name and cell-phone number.
- 6.5 The Contractor shall inform HLB of any work of any kind prior to commencement if there is a reasonable possibility of limbs or debris damaging vehicles, private property, or pedestrians or if the worker's safety is put at risk. The Contractor shall be held liable for all damage to vehicles, private property, and pedestrians caused by falling debris during the execution of a work order. The Contractor shall maintain Insurance Liability coverage according to the guidelines as follows:

Coverage Limit of Liability Worker's Compensation Statutory Limits for Worker's Compensation Employer's Liability Bodily Injury by Accident \$1,000,000 (each accident) Bodily Injury by Disease \$1,000,000 (policy limit) Bodily Injury by Disease \$1,000,000 (each employee) Commercial General Liability Including Contractor's Protective Liability, Broad Form Property Operations, Damage, Contractual Liability, Bodily Injury, Personal Injury and Products and Completed Operations (for a period of one year following completion of the Work under this Contract) Combined single limit of \$1,000,000 each occurrence, subject to general aggregate \$2,000,000; Products and Completed \$1,000,000 aggregate Owners and Contractors Protective Liability \$1,000,000 combined single limit each Occurrence/Aggregate Automobile Liability Insurance (for vehicles Contractor uses in performing under this Contract, including Employer's Nonowner and Hired Auto Coverage) \$1,000,000 combined single limit Excess Coverage \$1,000,000 each occurrence/combined aggregate in excess of the limits specified for Employer's Liability, Commercial General Liability, and Automobile Liability Please note that insurance requirements for project specific amounts may vary or change. The respondent is also required to submit evidence of bonding capacity or ability to obtain same.

- 6.6 All damage to vehicles and property of any kind, and injuries to pedestrians, shall be reported to HLB within four (4) hours of occurrence.
- 6.7 If a tree which is to be removed overhangs onto private property not owned by HLB, the Contractor shall notify the owner of the property in writing at least three (3) days prior to the tree's removal. The written notifications shall include a statement that there should be no activity under and immediately around the tree until it is removed, and cleanup has been completed, why the tree must be removed, the anticipated removal date(s) and time, and any other pertinent information as to the removal activity. The Contractor shall try to notify the property owner at least three (3) documented times over a three (3) day period (once per day). If the property owner cannot be notified, the Contractor must notify HLB of the



failed notification attempts. HLB will then proceed with notifying the owner of the private property. After notifying the owner, HLB will re-issue the work order and the Contractor shall confirm receipt of the re-issued work order within 24 hours of notification being sent. Confirmation may be via email, fax, or telephone. The Contractor then has five (5) working days to begin services as described in the work order.

- 6.8 The Contractor shall obtain all necessary permits, furnish and install all construction signs, pavement markings, barricades, and all other safety controls for each work order. HLB may determine that work orders resulting from an emergency, as defined by HLB, may be performed without permits. Under no circumstances shall the Contractor assume permits are not required.

7.0 **TREE REMOVAL SPECIFICATIONS**

- 7.1 Specific addresses/locations will be given to the Contractor of trees marked for removal.
- 7.2 In locations where ordinary felling operations might cause damage to property, the trees shall be suitably dismembered and felled using recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation), ensuring that any severed portion of the tree is always under control.
- 7.3 Under no circumstances shall the Contractor perform work near high-voltage transmission or distribution lines. If the Contractor is performing work within 15 feet of high-voltage transmission or distribution lines, all work shall cease, and the Contractor must notify HLB immediately. The Contractor shall not resume work without written authorization from HLB. After all limbs have been removed which might contact high-voltage utility lines or cause damage to other trees or property, trees shall be felled directly away from power or communications lines, structures, vehicular or pedestrian rights-of-way, or horticultural plantings. If a tree is outside the 15-foot zone and must be felled toward a power or telephone line, it shall be topped low enough to clear all conductors, poles, guys, and similar installations.
- 7.4 If there is danger that the trees being felled could fall in the wrong direction or damage property, guide ropes shall be used. All limbs shall be removed from trees to a height and width sufficient to allow the tree to fall clear of any wires and other objects in the vicinity. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- 7.5 Due to the danger of trees falling in an unexpected direction, even though the cut is made on the proper side, the Contractor shall take precaution in roping trees, most especially those which are diseased, rotten, or rotting, split, or in appearance to be visibly weak. The Contractor shall use recognized forestry rigging practices as stated in the most current revision of ANSI (encompassing OSHA work-site safety regulation).
- 7.6 Under no circumstances shall pike poles be used in the performance of work under this Contract.
- 7.7 Ropes shall be used to lower all limbs of sufficient size to cause damage to other trees or surrounding public or private property.



- 7.8 Under no circumstances shall a partially cut tree or debris be left standing during rest breaks, lunch breaks, or overnight. All debris created must be removed from the jobsite daily. If the Contractor must leave debris overnight, the Contractor shall contact HLB for authorization. Under no circumstances shall the Contractor leave debris overnight without prior approval of HLB.

8.0 **TRIMMING SPECIFICATIONS**

- 8.1 Trim all trees so the natural form and shape of the tree is maintained.
- 8.2 Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- 8.3 Trim to reduce or eliminate crossing, and/or rubbing branches greater than two inches (2") in diameter.
- 8.4 All lower and hanging branches shall be pruned to provide at least 14 feet clearance over the street.
- 8.5 Trim all lower branches to obtain a minimum six-foot (6') clearance from a structure.
- 8.6 Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- 8.7 No person working in trees shall use shoes with spikes, spurs, or climbing irons, or any other footwear which will injure the tree.
- 8.8 Tie off all branches where damage could be caused by gouging of a sodded area and/or damage to public walks and other private property.

8.9 Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants

8.10 Prune dead fronds from palm trees.

9.0 **STUMP - GRINDING SPECIFICATIONS**

9.1 Stump-grinding shall be on an as-needed basis and only as directed by HLB. The Contractor shall not grind any stump without prior written approval from HLB.

9.2 The Contractor shall use stump-grinding machinery which has a cutter-head designed to grind stumps approximately six (6) inches below ground level.

9.3 The cutter-head shall have solid fixed-teeth, equipped with carbide insert cutters. Swinging teeth will not be acceptable. The machine must have a guard to protect flying debris and cannot be used within five (5) feet of pedestrians, vehicles, road traffic, and/or property.

9.4 All loose material, including chips and/or soil, or any mixture created by the grinding process, shall be removed by the Contractor before leaving the work site at the end of each workday.

9.5 Upon completion of stump-grinding activities, the terrain is to be left in a condition which allows lawn mowers to pass over and safely cut over the area(s).

9.6 The Contractor shall be responsible for locating all underground utilities, which can include, but are not limited to, electrical, water, gas, cable, irrigation, etc. In the event a utility is interrupted, HLB must be contacted verbally no later than two (2) hours of incident and followed up in writing no more than 24 hours.

9.7 The Contractor shall also grind and remove roots up to one (1) inch away from pavement within the right-of-way or drainage utility easements.

9.8 The Contractor shall be responsible for the repair of any damage(s), which occur during the stump-grinding operation, to structure(s) of the



sidewalk, curb, underground utilities, and turf or surrounding vegetation at its own cost.

- 9.9 The Contractor shall be responsible for the prompt repair of any damage(s) caused to the structure(s) sidewalk, curb, underground utilities, and turf or surrounding vegetation that occur during the stump-grinding operation, and at Contractor's cost.

10.0 **EMERGENCY OPERATIONS**

- 10.1 Although normal work hours will be Monday – Friday, 6:30 AM – 5:00 PM, the Contractor shall have available sufficient skilled personnel and equipment to perform all work activities covered under this contract, 24/7, and in all types of weather.
- 10.2 In the event of an emergency, the Contractor shall respond within 4 hours of being notified by HLB. HLB will indicate that the work to be performed is an emergency and the Contractor shall not begin the work until notified by the HLB. Communication with the Contractor shall be verbal, telephone, fax, or email.
- 10.3 Should an emergency occur within the contract's duration, the Contractor may be contacted by HLB to help with emergency clearing of trees, limbs, and root balls.
- 10.4 HLB will notify the Contractor of the location of road(s), sections of road(s), or outlying areas for clearing. The Contractor will be responsible for clearing all locations as notified by HLB.

11.0 **SITE CLEAN UP**

- 11.1 At the end of each workday, the Contractor shall be responsible for cleaning the site and all grounds that it has occupied, of all rubbish, debris, downed tree limbs, and branches. All parts of the work shall be left in a neat, orderly, and presentable condition. The Contractor will remove all rubbish and debris generated by the Contractor's work under this contract. No debris will be allowed to remain in or on any roadways at any time.

12.0 **PAYMENT AND COMPENSATION**

To receive payment, the contractor must submit monthly invoices showing the corresponding services performed. The Contractor shall accept payment by credit card, Automated Clearing House (ACH), Electronic Funds Transfer (EFT), or bank draft for all services provided under the Contract.



ADDITIONS AND DELETIONS

HLB may at any time during the term of this Contract, amend the Contract to add or delete like services. Any such written notice shall take effect on the date stated in the notice from the HLB. Equipment, locations, and/or services added, will be subject to the Contractor's services and charges or rates. If the additional service is not identical to any item already under Contract, the charges therefore will then be the Contractor's charges or rates for the equipment, locations, and/or services.

13.0 **ESTIMATED QUANTITIES NOT GUARANTEED**

The estimated quantities specified herein are not a guarantee of actual quantities, as the HLB does not guarantee any quantity of tree trimming or removal services during the term of this Contract. The quantities may vary depending on the organization's actual needs. The quantities specified herein are good faith estimates of usage during the term of this Contract. HLB shall not be liable for any contractual agreements/obligations the Contractor enters into based on the quantities specified herein.



14.0 **EVALUATION CRITERIA**

The Contractor will be selected by HLB based on the Evaluation factors outlined below.

14.1 Evaluation Factors (100 points)

Cost for specified items Safety Standards 40 points

- Detailed breakdown of costs for services such as tree removal, trimming, stump grinding, cleanup, and disposal.
- Inclusion of any additional fees (e.g., emergency services, traffic control, permits).
- Evidence of safety training for workers (e.g., OSHA certifications, industry-recognized certifications such as ISA Certified Arborist).
- Implementation of a safety plan for each project, especially in high-risk or densely populated areas.

Timeline & Scheduling, Relevant experience & Equipment 30 points

- Ability to meet the HLB's preferred schedule without compromising quality.
- Strategies for minimizing disruption to the community during work.
- Proven record of accomplishment with projects of similar scale and complexity.
- Availability of specialized equipment (e.g., grinders, chippers, bucket trucks) to handle large or hazardous trees.

References & Community Involvement, Environmental Considerations, Communication and Customer Service 30 points

- Positive feedback from past clients, including municipalities, HOAs, or private entities.
- Demonstrated involvement in local community initiatives or sustainability efforts.
- Responsiveness to inquiries and ability to provide clear, written estimates.
- Willingness to address specific HLB's needs or customize services.
- Compliance with local environmental regulations.
- Sustainable practices, such as recycling wood waste or replanting trees, where appropriate.



REQUEST FOR BOARD ACTION

Meeting Date: February 13, 2025

Agenda Item VIII b: Consideration and Possible Action to Approve the 2024 Houston Land Bank Marketing and Brokerage Services for Sale of Affordable Home Providers per the Request for Qualifications (RFQ) for Broker Services as posted on November 06, 2024.

ACTION SUMMARY

Approval of this agenda item will authorize Houston Land Bank (HLB) to contract with the successful submitters as described under the Houston Land Bank Request for Qualifications (RFQ) for Broker Services as posted on November 03, 2024 for the HLB -NDHP program.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

Marketing and Brokerage Services for Sale of Affordable Homes: posted on November 06, 2024, and closed on December 20, 2024. There were fourteen submissions; two were deemed incomplete due to missing documentation. HLB staff graded the remaining twelve submissions, the breakdown is below:

A2Z Real Estate Consultants	Score : 93.33% (successful bidder)
Ace Realty	Score: 54.00 % (unsuccessful bidder)
Atlas International Realty	Score : 63.33% (unsuccessful bidder)
Casa Bonilla Realty LLC	Score: 89.00 % (unsuccessful bidder)
Collective Realty Co	Score: 71.67 % (unsuccessful bidder)
Exit Realty 360	Score: 94.00 % (successful bidder)
Exp Realty	Score: 62.67 % (unsuccessful bidder)
Nextgen Real Estate- The Larios Home Group	Score: 75.00% (unsuccessful bidder)
Supreme Royalty Real Estate	Score: 87.33% (unsuccessful bidder)
TAS Realty Group	Score: 100.00% (successful bidder)
Texas Signature Realty	Score: 79.67% (unsuccessful bidder)
Walzel Properties	Score: 96.67% (successful bidder)

HLB Staff selected bidders who achieved a minimum score of 90%. Based on the projected number of homes anticipated to be completed within the contract term, there does not appear to be a need to approve the maximum number of five posted per the RFQ. Approving the highest-scoring bidders allows HLB to have the capacity to maintain project timelines and expectations and ensures that selected Brokers have sufficient opportunities.

Upon board approval, Houston Land Bank (HLB) will proceed with contracting with A2Z Real Estate Consultants, Exit Realty 360, TAS Realty Group and Walzel Properties.

**Request for Qualifications -- Marketing and Brokerage Services for
Sale of Affordable Homes
Issued November 6, 2024**

**Written Questions Due to
procurements@houstonlandbank.org by 5 p.m. Central
time November 25, 2024**

**Responses Due by 5 p.m. Central time December
20, 2024 via the [Submission portal](#)**

The Houston Land Bank (HLB), a City of Houston local government corporation, seeks community-focused real estate brokers to market new affordable homes and support identification of income-qualified homebuyers. Respondents must meet the criteria and approach as described below and provide a complete submission for consideration.

Based on the results of this procurement, HLB intends to create a pool of three to five brokers to collaborate with representatives of the land bank, the City of Houston, and Houston Community Land Trust, and other community stakeholders interested in expanding opportunities for homeownership and enabling more residents to reside in their preferred neighborhoods permanently. Qualified firms are to be eligible to provide real estate brokerage and marketing services for HLB through December 31, 2026.

Responsibilities are likely to include, but may not be limited to:

- Serving as a listing broker/agent for marketing of properties identified by the Houston Land Bank to prospective income-qualified homebuyers through workshops, listings, flyers, direct outreach, events, and web/social media presence.
- Conduct trainings about City of Houston homebuyer program eligibility guidelines and connect potential homeowners to training provided by HUD approved agencies (First Time Homebuyers workshops required for income certification).
- Facilitate a pipeline of buyers, and support them, as necessary, through their pre-approval for any necessary financing, and facilitate qualification through the City of Houston's Housing and Community Development Department.
- Develop database of buyers to continue to add to the organization/program's initial list and coordinate with the various non-profit homebuyer education organizations regarding potential homebuyers.
- Facilitate steps required to structure and close final real estate transaction, including the use of dedicated forms/closing documents for this program, for approval by HLB. (Note that properties may be conveyed to the Houston Community Land Trust at the time of closing, requiring an additional transaction.)

- Support additional efforts of the Houston Land Bank in other program initiatives as desired, including working directly with Builders, Developers, and Community Stakeholders as a representative of the Houston Land Bank.
- Support Houston Land Bank on other projects, research, and price opinions as requested.

Respondents must be able to demonstrate experience with, and discuss creative methods for success in, areas such as:

- Success translating home shoppers into homebuyers (providing support and education), and connecting homebuyers to homes
- Connecting homebuyers to homebuyer education programs, particularly those approved by the U.S. Department of Housing and Urban Development (HUD)
- Prequalifying buyers with reputable mortgage lenders
- Income eligibility requirements for programs funded with assistance from HUD and/or similar to those administered by the City of Houston or HLB

HLB seeks brokers with experience and expertise in the residential real estate market in communities and neighborhoods served by HLB and City programs, including those designated as [Complete Communities](#) or neighborhoods where HLB owns or is working to acquire property. Such neighborhoods may include but are not necessarily limited to: Acres Home, Second Ward, Third Ward, Fifth Ward, Gulfton, Kashmere Gardens, Trinity Gardens, Magnolia, Near Northside, Settegast, and Sunnyside.

Background:

Houston Land Bank is the new name of the Land Assemblage and Redevelopment Authority (LARA), established in 1999 to facilitate the redevelopment of vacant and tax damaged residential real estate in target Houston neighborhoods. In 2018, LARA realigned its strategic activities to better serve neighborhood revitalization activity in the City of Houston and changed its name to reflect its core function. The Board of Directors continues to be composed of representatives from the City of Houston, Harris County, and the Houston Independent School District.

HLB will be a key instrument for neighborhood revitalization in Houston, acquiring vacant, blighted, and damaged property for the City and facilitate such property's return to productive use. HLB strives to be an innovative land bank that is recognized as a strong partner in the equitable redevelopment of Houston neighborhoods, and as a good neighbor to the communities in which it is working.

For more information, please visit www.houstonlandbank.org.

Scope of Work and Fee Structure

Through this RFQ, HLB intends to identify a group of three to five prequalified brokers to be on call for contract assignments immediately and within the next two years. The final brokers identified will have a track record of exemplary customer service, and the ability to turn potential buyers into homeowners. Qualified firms are to be eligible to provide real estate brokerage and marketing services for HLB through December 31, 2026.

It is intended that the broker(s) selected from this process will aid the Houston Land Bank in assuring that these homes will be secured by qualified buyers as quickly as feasible by providing a homebuyer experience that is supportive and efficient, and by developing a pipeline of qualified buyers for new homes through the programs described below. For background beyond the information contained in this scope, please see exhibits A (HLB Standard Broker Agreement) and B (HLB Broker Standard Operating Procedures).

Quality Affordable Home Sales

Selected brokers are primarily to support HLB in the land bank's marketing of homes constructed through the City of Houston's New Home Development Program (NHDP), administered by the Housing and Community Development Department. Homes are built by City contractors on HLB properties. The initiative targets qualified homebuyers who qualify for the City's Homebuyer Assistance Program and have household income at or less than 80 percent of the area median income, or AMI. (For a family of four, this would be income of \$75,700 or less based on [most recent data](#).) The program's beginnings are in the Acres Home community in Houston's northeastern area, but work is to expand to additional Houston neighborhoods, several of which are included in the City's Complete Communities effort. For more on the NHDP, visit www.houstonlandbank.org/nhdp or <http://www.houstontx.gov/housing/nhdp/>.

The transactions referenced above may include participation from the Houston Community Land Trust (www.hclt.org), which may acquire the property on which a new home sits and lease that property back to the homebuyer (the non-profit's ownership of the property helps mitigate rising housing costs driven by land value increases and higher property taxes). These three-party transactions require a unique marketing strategy and a unique property conveyance process.

Additional services may be requested to support the development of a homebuyer pipeline up to 120% AMI for the HLB Home Building Initiative, working directly with HLB builders who have purchased properties from the Land Bank.

Supporting Homebuyers and Facilitating Qualification for Assistance

The primary goal of this scope is to provide a streamlined and coordinated effort to support a homebuyer, and their broker or broker's representative (if applicable) from initial interest in the program and the properties to the closing of their new home. Some of the homeowners may be navigating the homebuying process for the first time. Regardless, brokers and their representatives are expected to provide exemplary service to any and all homebuyers participating in HLB or partners' programs.

Developing a Homebuyer Pipeline

Selected brokers will be asked to support outreach and education efforts to help create a pipeline of qualified homebuyers for HLB and partner programs. This may include participating in and/or conducting homebuyer orientations and training and/or similar events and sessions designed to inform potential homebuyers of opportunities available to them related to HLB and partner programs. It may also include identifying and coordinating with external partners and community organizations to facilitate participation in HLB and partner homeownership initiatives.



Anticipated Compensation

Brokers will be paid standard commission at closing of home sales to qualified homebuyers. Please see HLB’s standard broker agreement (Exhibit A to this RFQ) for details.

Expected Timeline

The timeline below represents the expected steps in the procurement process. All timing is subject to change. Written questions received at procurements@houstonlandbank.org before the optional pre-response meeting may be addressed at the meeting.

RFQ posted	November 6, 2024
Written questions due (all responses to be provided in writing on HLB website)	5 p.m. – November 25, 2024
Responses to RFQ due	5 p.m. – December 20, 2024
Execution of initial contract(s)	February 2025

Questions regarding this RFQ should be emailed to procurements@houstonlandbank.org before 5 p.m. Central time Thursday, November 25, 2024; please use the subject line “Broker RFQ questions.” HLB’s written responses to all questions received by the deadline will be posted at houstonlandbank.org/resources under the Procurements tab.

Evaluation and Selection Process and Criteria

Responses will be evaluated by a committee to include HLB staff with potential participation by HLB Board Member. Statements of qualifications will be scored on the following criteria:

- Demonstrated ability to provide full range of services sought, including home sales, homebuyer support through qualification, and identification of potential homebuyers. (30 points)
- Creativity and innovation in approaches to marketing quality affordable homes for HLB and partners and developing a pipeline of potential homebuyers. (20 points)
- Familiarity with affordable housing programs and with requirements and restrictions on U.S. Department of Housing and Urban Development funding and other key funding streams relevant to HLB and partners’ programs, including the City’s New Home Development Program. (10 points)
- Degree to which the diversity of broker’s team of agents (if any) reflects the communities and neighborhoods served by HLB. (10 points)
- Demonstrated experience working in, or other similar understanding of, neighborhoods served by HLB. (15 points)
- Demonstrated customer service, support and accessibility based on references. (15 points)

HLB will not consider late or incomplete responses. Selected respondents may be interviewed, and the outcome of these interviews may affect final scoring.

Instructions for Respondents

Please submit complete statements of qualifications in line with the requirements in this RFQ and submit \$100 application fee no later than 5 p.m. Central time Friday, December 20, 2024. Statements of qualifications should be submitted via the [submission portal](#) as a single PDF document of no more than 15 pages using standard fonts and margins.

Late or incomplete responses will not be accepted. The time and date of receipt will be the electronic time stamp in the Houston Land Bank [submission portal](#).

Requested Structure of Responses

- Cover Letter
 - This should be no more than one page and should include a brief introduction of your firm with contact information including general email, phone number, and website (if applicable). The letter should also include a designated point of contact and (if a different individual) the name of the person(s) authorized to sign for the firm; for each person, please provide contact information including email addresses and telephone numbers.
- Firm Overview – respondents should discuss the broker’s background, history, and experience, especially as they relate to the scope and programs described in this RFQ. Please also highlight any certifications as an MWBE or HUB, as well as any recognition or awards received that would be relevant to the scope in this RFQ.
- Proposed Team Members – list primary broker’s agents and any subcontractors/partners; for each, provide a brief bio (including any languages spoken other than English) and discuss work experience relevant to the scope of work in this RFQ.
- Selling Quality Affordable Homes – respondents should discuss their general approach to and experience in marketing homes, and any creative or innovative ideas for marketing homes related to HLB or partners’ programs.
- Developing and Supporting A Homebuyer Pipeline – respondents should describe strategies and approaches to working with the broader brokerage and affordable homebuyer community to identify and inform prospective buyers and help them through the qualification process and resulting home purchase.
- Neighborhood Presence – respondents should discuss strategies and possible plans for engagement and outreach (how will broker’s representatives be present and available in the communities in which they are to market and sell homes?), and describe which neighborhoods the Broker has had experience.
- References – please provide contact information (phone number and email) for three references who can speak from experience to respondent’s ability to succeed in fulfilling HLB’s needs and the requirements of this RFQ. Please briefly describe your professional relationship with each reference; examples might include past buyers, Realtors, lenders and/or title companies.

HLB reserves the right to revise or cancel any or all portions of this RFQ at any time.

EXHIBIT A – SAMPLE STANDARD BROKER AGREEMENT

LISTING AGREEMENT

BETWEEN

**HOUSTON LAND BANK,
AS SELLER**

AND

AS BROKER

DATED: _____, 2025

LISTING AGREEMENT

This Listing Agreement (this "**Agreement**") is entered into as of _____, 2025, by and between HOUSTON LAND BANK, a Texas local government corporation ("**Seller**"), and the Broker named in Article 1 hereof. Capitalized terms used herein shall have the meanings given to such terms in Article 1 below.

ARTICLE 1 DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

"**Broker**" means _____, whose address for notices under this Agreement is:

Attention: _____
Telephone ----- _____
Facsimile ----- _____
E-mail: _____

"**Co-Broker**" means a real estate broker, agent or salesman other than Broker which is duly licensed in the State in which the Property is located and who works with or through Broker.

"**Broker Standard Operating Procedure**" means the Houston Land Bank Standard Operating Procedure that provides instructions to the Broker and Co-Broker for the execution of their duties and responsibilities, attached hereto as Exhibit A

"**Effective Date**" means the date set forth in the opening paragraph of this Agreement.

"**New Home Development Program**" means the program developed by Seller and the Housing and Community Development Department of the City of Houston ("**HCDD**") as evidenced by that certain Acquisition and Development Agreement by and between Seller and the City of Houston, Texas dated August 31, 2018 (the "**A&D Agreement**"), a copy of which has been furnished to Broker

"**Person**" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether territorial, national, federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"**Property**" means all of Seller's right, title and interest in and to the real property located in Acres Homes, Houston, Harris County, Texas, described on Exhibit A and Seller's

right, title and interest in and to the buildings and other improvements, if any, currently located thereon.

"**Seller**" means the party identified as Seller in the opening paragraph of this Agreement, whose address for notices under this Agreement is as follows:

Houston Land Bank
P.O. Box 2549

Houston, TX 77252
Attention: Christa Stoneham
Telephone: 281-655-4600

E-mail: cstoneham@houstonlandbank.org

with a copy to:

Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002
Attention: Genisis Larin
Telephone: (713) 650-2440
Facsimile: (713) 650-2400
E-mail: gerwin@winstead.com

"**Term**" means the period commencing on the Effective Date and terminating on the first to occur of (1) six (6) month after completion of all improvements to be constructed on the Property by or on behalf of Seller (as evidenced by a certificate of occupancy, whether temporary or permanent, for all of such improvements), or (2) the date upon which all of the Property is sold and all sales commissions (if any) to be paid hereunder are paid in full, unless sooner terminated pursuant to the terms of this Agreement.

"**Total Purchase Price**" means the amount paid as the total or gross purchase price (regardless of the amount referred to in any definitive agreement) for the sale of the Property.

ARTICLE 2 **BROKER'S ENGAGEMENT**

Section 2.1 **Engagement**. Seller engages Broker as Seller's real estate broker in connection with the sale of the Property for the Term. Broker accepts such engagement and agrees to use its best efforts to sell the Property during the Term in accordance with the terms of this Agreement. Without limiting the foregoing, Broker covenants and agrees to perform all of the duties and obligations of Broker set forth herein.

Section 2.2 **Intentionally Deleted**.

Section 2.3 **Broker's Representations**. Broker represents to Seller that Broker is a duly licensed real estate broker in the State in which the Property is located; Broker and such license are in good standing in such State; all real estate agents or salesmen employed by Broker

in connection with the marketing of the Property are duly licensed in all jurisdictions in which such Persons are required to be licensed to be so employed; and Broker is authorized to enter into this Agreement and perform the duties and obligations of Broker hereunder. Broker, at its sole cost and expense, shall take all actions necessary to ensure that all licenses and other authorizations required to enable Broker to perform its duties and obligations hereunder are obtained and remain in full force and effect, without default.

Section 2.4 **Compliance With Laws**. In performing its duties and obligations under this Agreement, Broker agrees it will comply with all laws, rules and regulations applicable to Broker and this Agreement and will not refuse to display or sell the Property to any Person because of race, color, religion, national origin, sex, marital status or physical disability.

Section 2.5 **Standard of Conduct**. The maintenance of extremely high standards of honesty, integrity, impartiality, and conduct by Broker and its officers, directors, employees, agents and representatives (collectively, "**Broker's Parties**") is essential to assure the proper performance of business and the maintenance of public confidence in Seller. Seller expects Broker to uphold and meet these high standards and at all times to use its best judgment and to avoid misconduct and conflicts of interest and to require the same of its employees, agents and representatives. Broker shall avoid any action which might result in or create the appearance of using its position for private gain, giving preferential treatment to any Person, losing independence or partiality, or pursuing Seller's decisions outside of authorized channels. Without limiting the generality of the foregoing, Broker shall not act (a) as a principal for its own account in any transaction involving the sale of all or any portion of the Property or (b) on behalf of any Person in which Broker has a direct or indirect financial or ownership interest, unless such relationships are fully and accurately disclosed to Seller in advance, in writing, and Seller consents to Broker's ongoing activity, which consent may be withheld by Seller in its sole and absolute discretion. Broker shall not take any action that would affect the confidence of the public in the integrity of Seller and shall not engage in conduct prejudicial to Seller, including criminal, dishonest or immoral conduct. Broker shall not (1) misuse Seller's property, (2) use inside information obtained as a result of its retention by Seller for private gain for Broker or any other Person, particularly one with whom it has family, business or financial ties, (3) use its engagement by Seller to coerce, or give the appearance of coercing, a Person to provide financial benefit to Broker, any Broker Party or any other Person, particularly one with whom Broker or a Broker Party has family, business or financial ties, or (4) because of such engagement, receive or solicit from a Person having business with Seller anything of more than de minimis value as a gift, gratuity, loan, entertainment, or favor for Broker, any Broker Party or any other Person. Broker shall disclose to Seller the name and location of any property in which Broker, any Broker Party or any affiliate of Broker has an interest, whether as a direct or indirect seller, as a manager or operator or otherwise, and all other employment or financial interests of Broker, any Broker Party or any affiliate of Broker which may be relevant to Broker's engagement by Seller under this Agreement and shall update such disclosure as necessary to ensure that at all times during the Term all such relationships have been fully disclosed to Seller. Broker agrees that Broker will require all employees, agents and representatives of Broker who are involved in the marketing of the Property to acknowledge that they have read and understand this Section and that they will make the disclosures necessary to ensure that Broker remains in compliance with the terms and provisions hereof. Any violation of the terms of this Section by Broker or its

employees, agents or representatives will constitute a material breach of this Agreement by Broker and a default by Broker hereunder.

Section 2.6 **Right of Entry**. To enable Broker to perform its duties and obligations under this Agreement, Seller agrees that Broker is authorized and entitled to enter upon the Property at all reasonable times, at its sole risk and expense, subject to the rights of tenants occupying any portion of the Property, for the purpose of performing its duties and obligations hereunder, provided that Broker shall not unreasonably interfere with the usual operation of the Property.

Section 2.7 **Term**. Unless sooner terminated in accordance with the terms of this Agreement or extended as set forth in this Section 2.7, this Agreement shall automatically terminate upon the expiration of the Term without any further action on the part of Seller or Broker. Either Seller or Broker may extend the Term for additional periods of six (6) months by written notice to the other party delivered at least thirty (30) days prior to the then-current expiration of the Term, all subject to Section 6.3, below.

ARTICLE 3 **DUTIES AND OBLIGATIONS OF BROKER**

Section 3.1 **Sales and Marketing Plan**. Within seven days following the Effective Date, Broker shall prepare and submit to Seller a comprehensive sales and marketing plan for the Property for the Term ("**Broker's Proposed Plan**"), including a comprehensive strategy in narrative form for the sale of the Property, proposed sales price for the Property, a detailed advertising and marketing budget (including costs for signage, newspaper advertising, brochures, mailings, etc.), and such additional information as Broker deems relevant or as Seller may reasonably request in connection with the proposed sale and marketing of the Property. Broker will be responsible for all costs and expenses Broker incurs in the marketing of the Property. Following receipt and review of Broker's Proposed Plan, Seller shall meet with Broker to review and discuss Broker's Proposed Plan and if requested by Seller, Broker shall make such changes to Broker's Proposed Plan as Seller may require following its discussions with Broker. A revised Broker's Proposed Plan incorporating Seller's required changes shall be submitted to Seller in writing for its final approval and following Seller's written approval, Broker's Proposed Plan shall be referred to herein as the "**Approved Plan**". From time to time during the Term Broker shall be entitled to submit proposed changes to the Approved Plan for Seller's consideration and in the event Seller approves any such proposed changes in writing, such approved changes shall be incorporated into and become a part of the Approved Plan.

Section 3.2 **Broker's Obligations Generally**. In furtherance, and not in limitation, of the engagement of Broker hereunder, Broker hereby agrees to perform the following activities pursuant to the terms of this Agreement:

- (a) market and attempt to sell the Property in accordance with the Approved Plan, and the Broker Standard Operating Procedures.

- (b) develop brochures, sales aids, and special sales materials for the Property, provided any such brochures, sales aids or other materials shall be approved by Seller in writing in advance of their use and shall be and remain the property of Seller;
- (c) show and exhibit the Property to all prospective purchasers, regardless of referral;
- (d) cooperate with Co-Brokers who have or may have prospective purchasers for the Property and endeavor to obtain written offers from all prospective purchasers for the Property;
- (e) promptly deliver all offers (both oral and written) received by Broker with respect to the sale of the Property to Seller and with respect to oral offers received, promptly put such offers in writing and deliver such offers, as put in writing, to Seller;
- (f) Broker shall notify Seller and the Director of the Houston Housing and Community Development Department ("**HCDD**") as to any qualified low-income buyers identified by Broker (but Broker shall not be obligated to ensure qualification of such buyer nor monitor such buyer's compliance with any applicable affordability covenants requirements);
- (g) to the extent requested by Seller, assist Seller in the negotiation of the terms of prospective agreements for the sale of the Property, and in the event Seller enters into a definitive agreement for the sale of the Property, assist Seller with Seller's due diligence and closing obligations under such agreement, including without limitation, if requested, procuring estoppel certificates from tenants of the Property; and
- (h) assist Seller in performing its obligations under the A&D Agreement with respect to identifying qualified buyers and marketing Seller's properties in connection with the New Home Development Program, assist with closings of such properties and otherwise perform the duties and obligations of broker thereunder.

Section 3.3 **Advertising; Signs.** In accordance with the Approved Plan and the obligations of Broker described above, Broker shall advertise the Property for sale and may place "For Sale" signs on the Property, provided Broker shall not publish, display or distribute any advertisement or publicity release concerning the Property without first obtaining the written approval of such matter by Seller; and provided, further, Seller shall be entitled to approve and limit the design, size, content and location of any "For Sale" signs for-the Property. All costs and expenses incurred by Broker in connection with such advertising and signage shall be paid as provided in **Section 3.5** below.

Section 3.4 **Broker's Reporting Requirements.** On or before the fifth day of each calendar month during the Term, and with respect to the last month of the Term, within five days following the expiration of the Term, Broker shall prepare and furnish to Seller a monthly report setting forth in reasonable detail Broker's activities with respect to the sale and marketing of the Property during the preceding calendar month and the results thereof. Each monthly report shall include, without limitation, (1) an identification of potential new sales, including identification of the Person or Persons making inquiry with respect thereto, (2) the updated status of sales previously identified as potential sales, (3) a listing of all potential sales for which discussions

have been terminated and if known, the reasons therefor, and (4) updated market valuations and area property valuations. In addition, to the extent Broker has identified trends, issues or other matters which render continued compliance with the Approved Plan to be contrary to the best interests of Seller, Broker shall identify such matters in its monthly report. To the extent available, such information shall include a brief description of activity in the market and available press coverage of the market and the Property, if any. Based upon such information, Broker's reports shall also include a recommendation as to whether any portion of the Approved Plan should be modified and to the extent modifications are recommended, the specific changes proposed by Broker.

Section 3.5 **Costs and Expenses**. Unless agreed to by Seller in writing, in advance, Broker shall be obligated to pay all costs and expenses incurred by Broker in the performance of its duties and obligations under this Agreement, including all costs of preparing the Approved Plan and all costs for local and long distance telephone calls, copying, mailings, advertising and signs pursuant to Section 3.3 hereof, presentations to prospective purchasers, travel, marketing and entertainment. Notwithstanding the foregoing, Seller hereby agrees that should the Approved Plan require Broker to prepare or obtain printed brochures for the Property, Seller shall be obligated to pay the costs and expenses of preparing such brochures, to the extent such costs and expenses are approved by Seller in the Approved Plan. Seller shall have no obligation to pay any fees or expenses incurred in connection with brochures prepared or otherwise obtained by Broker without first obtaining the consent of Seller as required herein.

Section 3.6 **Confidentiality**. Broker agrees that any information delivered by Seller to Broker or otherwise acquired by Broker in the performance of its obligations under this Agreement which has not previously been made available to the public by Seller or any other Person prior to its disclosure in violation of this Section 3.6, including without limitation information regarding the Property and Seller, shall be deemed "**Confidential Information**" for purposes of this Agreement. Except as otherwise required by any applicable law or court order or as authorized or permitted by Seller in each specific instance, Broker shall not disclose or permit the disclosure of any Confidential Information to any Person other than Seller, Seller's counsel and Persons designated by Seller or Seller's counsel, except to the extent reasonably required to carry out the duties of Broker under this Agreement and in each such event, to Persons who agree to use reasonable efforts to keep such information confidential. Broker agrees that it will hereafter execute and deliver to Seller any reasonable separate documentation requested by Seller to evidence Broker's agreement to comply with the terms of this Section with respect to Confidential Information. Broker shall promptly notify Seller of any court order or subpoena requiring disclosure of Confidential Information and in connection therewith, shall cooperate with Seller and Seller's counsel in the appeal or challenge of any such order or subpoena and shall not disclose any Confidential Information pursuant to such order or subpoena until Seller has exhausted any lawful and timely appeal or challenge that Seller elects to file with respect thereto. The provisions and restrictions of this Section shall survive the expiration or early termination of this Agreement.

ARTICLE 4 **LIMITATIONS OF BROKER'S AUTHORITY**

Section 4.1 **Broker as Independent Contractor**. Notwithstanding any provision to the contrary contained in this Agreement, Broker expressly acknowledges, confirms and agrees that it is acting, and at all times shall represent that it is acting, as an independent contractor and not as an agent of Seller. Broker has no power or authority to enter into, execute, make or acknowledge any contract, covenant, agreement or representation pertaining to the Property. Broker agrees that in all oral and written communications with prospective purchasers it shall advise such Persons that any and all proposals with respect to the sale of the Property are proposals only and are contingent upon the negotiation and final execution by Seller and by the prospective purchaser of a mutually acceptable and definitive agreement of sale embodying the full terms of the parties' agreement. In addition, Broker acknowledges that any oral and written offer to purchase the Property which is received by Broker shall not be binding upon or enforceable against Seller or create any liability on the part of Seller unless and until Seller accepts such offer and a definitive written agreement of sale incorporating such offer and all other terms of sale is executed by both Seller and a prospective purchaser.

Section 4.2 **Property to be Offered Pursuant to Approved Plan Only**. Unless otherwise agreed by Seller in writing, the Property shall be offered for sale only at the listing prices set forth in the Approved Plan, for cash, on an "as is" basis. Seller reserves the right to determine all of the terms, conditions and provisions of any agreement for the sale of the Property and to reject any offer or agreement of sale in its sole and absolute discretion. In addition, Seller reserves the right to remove any portion of the Property from the market at any time and from time to time, and in connection therewith, Seller may at any time instruct Broker that any portion of the Property shall not be offered for sale unless Seller subsequently instructs Broker otherwise in writing.

Section 4.3 **Broker Not to Accept Deposits**. Broker shall not accept any earnest money or other deposit in connection with an offer to purchase the Property.

Section 4.4 **Broker Not to Make Representations**. Broker shall not make representations or warranties of any kind, express or implied, concerning the Property, Seller or this Agreement or any matter relating to the Property, Seller or this Agreement without the prior written consent and authorization of Seller in each specific instance.

ARTICLE 5 **CONSIDERATION**

Section 5.1 **Sale Before Expiration of Term**.

(a) Seller agrees to pay to Broker a sales commission, calculated as provided in Section 5.4 below, if and only if all of the following conditions are satisfied:

(1) prior to the expiration of the Term, a potential third-party purchaser is procured by Broker, Owner or any Co-Broker; and

(2) prior to the expiration of the Term, such potential thirdparty purchaser and Seller enter into a definitive agreement for the sale of the Property, upon terms and conditions satisfactory to Seller in its sole discretion, covering all or any portion of the Property; and

(3) to the extent requested by Seller, Broker complies with its continuing obligations under this Agreement to assist Seller in the sale of the Property, including Seller's due diligence and closing obligations under any definitive written agreement of sale; and

(4) the sale contemplated by such definitive written agreement of sale is closed in accordance with its terms, whether before or after the expiration of the Term, as evidenced by the recordation of the deed or other instrument of transfer contemplated thereby and the actual receipt by Seller of the full purchase price to be paid thereunder for the Property.

(b) If Seller and a prospective purchaser are unable to reach agreement on the terms of a definitive agreement of sale or if a sale of the Property contemplated by any definitive written agreement of sale fails to close for any reason or no reason including a default by Seller, or if under any other circumstances the conditions described in Section 5.1(a) above are not fully satisfied, Broker shall not be entitled to any sales commission, compensation or other consideration. If a potential purchaser defaults under any agreement of sale and as a result thereof, Seller becomes entitled to any earnest money or other deposit, damages or consideration, Broker shall nevertheless not be entitled to receive any portion of such earnest money or other deposit, damages or consideration, it being expressly understood and agreed that Broker's right to compensation is limited to the rights expressly granted in Section 5.1 and Section 5.2 hereof and is subject to satisfaction of all of the conditions set forth therein.

Section 5.2 Sale After Expiration of Term.

(a) Unless this Agreement is terminated as a result of Broker's default hereunder, Seller agrees to pay to Broker a sales commission, calculated as provided in Section 5.4 below, if and only if all of the following conditions are satisfied:

(1) Within ten days following the expiration or earlier termination of the Term, Broker submits to Seller in writing a list of the names, addresses, telephone numbers and primary contact Person for each Person (limited to a maximum of ten Persons) with whom Broker has had Substantive Negotiations (as hereinafter defined) during the Term with respect to the sale of the Property. Each Person appearing on Brokers list must have been identified previously in a monthly report submitted by Broker as someone with whom discussions regarding the potential sale of the Property were still ongoing and must not be an Excluded Party. For purposes of this Agreement, the term "**Substantive Negotiations**" shall mean the prospective purchaser shall have toured the Property and made a written bona fide offer for the Property. Provided Broker submits the list described in this Section 5.2(a)(1) within the ten day period described herein, all persons appropriately identified on Broker's list shall be deemed to be "**Registered Purchasers**"; and

(2) Within 90 days following the expiration of the Term, (A) Seller and a Registered Purchaser shall have entered into a definitive written agreement for the sale of the Property, and (B) the sale contemplated by such written agreement shall have closed, as evidenced by the recordation of the deed or other instrument of transfer contemplated thereby and the actual receipt by Seller of the full purchase price to be paid thereunder for the Property; and

(3) To the extent requested by Seller, Broker continues to assist Seller in the sale of the Property, including Seller's due diligence and closing obligations under such definitive agreement.

(b) Unless all of the conditions described in Section 5.2(a) above are satisfied, Broker shall not be entitled to any commission, compensation or other consideration as a result of any sale of the Property after the expiration of the Term. If a potential purchaser defaults under any definitive agreement of sale described in Section 5.2(a) and as a result thereof, Seller becomes entitled to any earnest money or other deposit, damages or consideration, Broker shall nevertheless not be entitled to receive any portion of such earnest money or other deposit, damages or consideration. Moreover, notwithstanding any provision of this Agreement which may imply the contrary, under no circumstances shall Broker be entitled to any sales commission or other compensation following a termination of this Agreement as a result of a default by Broker hereunder.

Section 5.3 **Satisfactory Purchaser**. Provided all of the conditions described in Section 5.1(a) or Section 5.2(a) of this Agreement, as applicable, are satisfied, the Person who actually purchases the Property in satisfaction of such conditions shall be referred to in this Agreement as a "**Satisfactory Purchaser**".

Section 5.4 **Commission Calculation**.

(a) **Seller or Broker Procuring Source of Satisfactory Purchaser**. If either Seller or Broker is the sole procuring source of a Satisfactory Purchaser and Broker is entitled to a sales commission hereunder, Broker's sales commission shall be calculated as follows:

6% of the Total Purchase Price

(b) **Co-Broker Procuring Source of Purchase**. If (1) a Co-Broker or (2) Broker and a Co-Broker are the procuring source of a Satisfactory Purchaser and Broker is entitled to a sales commission hereunder, Broker's sales commission shall be an amount equal to 3% of the Total Purchase Price to Broker and 3% of the Total Purchase Price to Co-Broker, provided, however, (A) Broker shall be entitled to such sales commission only if Broker has entered into a binding co-brokerage agreement pursuant to which Broker has agreed to share the sales commission payable to Broker hereunder with the Co-Broker upon such terms and conditions as Broker and the Co-Broker may agree, and (B) if there is no Co-Broker, Broker's commission shall be 5% of the Total Purchase Price. It is expressly understood and agreed that the co-brokerage agreement described in the preceding sentence is a condition precedent to Seller's obligation to pay the sales commission described in this Section 5.4(b) and Broker shall not be entitled to the sales commission otherwise provided in this Section 5.4(b) unless it has

entered into a co-brokerage agreement providing for payment of at least one-half of the commissions payable hereunder to the Co-Broker. Seller shall have no obligation to pay any commission to any Co-Broker and no Co-Broker shall have any rights hereunder or be deemed to be a third party beneficiary of this Agreement or any provision hereof. Broker agrees to provide Seller with such evidence as Seller may reasonably require to confirm that Broker has entered into the co-brokerage agreements required hereby.

Section 5.5 **When Commissions Paid.** All sales commission to be paid by Seller to Broker hereunder shall be payable following actual receipt of the Total Purchase Price by Seller and shall be paid in accordance with the priority established under Section 6.1 of the A&D Agreement. Seller shall use reasonable efforts to cause such sales commissions to be paid to Broker at the closing of the sale for which a sales commission is to be paid, simultaneous with receipt of the Total Purchase Price by Seller. In the event Seller is unable to arrange payment in such manner, payment shall be made within five days following actual receipt of the Total Purchase Price by Seller.

Section 5.6 **No Other Rights to Compensation.** Except as provided in Section 5.1, Section 5.2 of this Agreement, Broker shall not be entitled to any sales commission, compensation or other consideration under this Agreement or otherwise as a result of the sale of the Property. Without limiting the foregoing, Seller shall have no obligation to pay or reimburse Broker for any costs or expenses incurred by Broker in connection with the sale of the Property, including without limitation any taxes, fees or other charges incurred with respect thereto.

Section 5.7 **No Leasing Commissions.** Broker shall not be entitled to any commissions, compensation or other consideration as a result of any lease entered into by Seller for all or any portion of the Property, regardless of the term of any such lease.

•

ARTICLE 6 **DEFAULT; TERMINATION**

Section 6.1 **Broker's Default.** Broker shall be in default under this Agreement upon the occurrence of any of the following events or circumstances if:

(a) Broker fails to perform any of the duties and obligations of Broker set forth in this Agreement or if Broker fails to comply with any of the other covenants, terms and provisions of this Agreement, as and when required hereby and such failure continues for five days following written notice thereof from Seller to Broker; or

(b) any representation or warranty of Broker set forth herein is determined to be false, misleading or erroneous in any material respect; or

(c) Broker files a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under any chapter of the Federal Bankruptcy Code or any similar federal or state law now or hereafter in effect or if within 60 days after the filing against Broker of any involuntary proceeding under the Federal Bankruptcy Code or any similar federal or state law now or hereafter in effect, such proceedings have not been vacated; or

(d) Broker engages in any conduct inconsistent with the standards set forth in Section 2.5 hereof; or

Section 6.2 **Remedies for Broker's Default**. If Broker is in default under this Agreement, Seller shall have the right to terminate this Agreement upon notice to Broker and in addition, shall be entitled to exercise all other rights and remedies available to Seller at law or in equity as a result of Broker's default. Any such termination of this Agreement by Seller shall be effective immediately upon written notice to Broker. If Broker is in default hereunder, regardless of whether Seller terminates this Agreement as a result of such default, Broker shall automatically forfeit all rights to commissions, compensation or other amounts payable under this Agreement, regardless of any prior or subsequent sale of the Property or any provision of Article 5 hereof to the contrary.

Section 6.3 **Termination Without Cause**. Either Seller or Broker shall have the right to terminate this Agreement, without cause, upon 30 days written notice to the non-terminating party. If either Seller or Broker terminates this Agreement in accordance with the provisions of this Section 6.3, Broker shall be entitled to receive sales commissions to the extent provided in Section 5.2 of this Agreement, but not otherwise.

Section 6.4 **Broker's Obligations Upon Termination**. At such time as this Agreement terminates, whether as a result of Broker's default, a termination pursuant to Section 6.3 hereof, the expiration of the Term or otherwise, Broker, at Broker's sole cost and expense, shall promptly deliver to Seller all files, proposals, contact lists, marketing information, advertising materials, pamphlets, brochures and other information and documentation in the possession of Broker with respect to the Property. Broker shall be entitled to retain copies of any information which Broker deems reasonably necessary to complete Broker's business records; provided, however, all such information shall be deemed Confidential Information, subject to the provisions of Section 3.6 hereof, which survive the expiration and termination of this Agreement.

ARTICLE 7 **INDEMNIFICATION**

Section 7.1 **Indemnity**. As a material inducement to Seller to enter into this Agreement, Broker hereby covenants and agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees, trustees, shareholders, partners, principals, agents, parents, subsidiaries, investment managers and other affiliates and representatives, regardless of whether any such Person has been disclosed or remains undisclosed, from and against all claims, demands, causes of action, judgments, damages, costs and expenses (including, without limitation, attorneys' fees and court costs), which relate to, arise out of, or are based upon the failure of Broker to comply with the terms and provisions of this Agreement, including without limitation the following:

(a) The failure of Broker or any agent or salesperson of Broker to have and maintain all licenses required by such Persons to act as real estate brokers, agents or salesmen, as applicable, in the State where the Property is located;

(b) The failure of Broker to pay all fees, costs and expenses incurred by Broker in performing its duties and obligations under this Agreement, including all taxes and other charges applicable to such fees, costs and expenses, excluding only those fees, costs and expenses for which Seller is expressly liable under the terms of this Agreement;

(c) Any representation or warranty made by Broker in violation of the terms of this Agreement;

(d) Disclosure of Confidential Information in violation of the terms of this Agreement;

(e) The acceptance by Broker of any earnest money or other deposit with respect to an offer or proposal to purchase the Property; and

(f) The claims of any Co-Broker for commissions or other sums arising out of the sale or potential sale of the Property.

Section 7.2 **Selection of Counsel**. In connection with any matter for which Broker is obligated to indemnify, defend and hold harmless Seller and other Persons pursuant to Section 7.1, Broker shall be entitled to select attorneys to defend such matters, provided such attorneys shall be subject to the prior approval of Seller, such approval not to be unreasonably withheld. Seller agrees to cooperate with Broker and such attorneys in connection with their representation and defense of Seller hereunder. Neither Broker, any attorney selected by Broker and approved by Seller pursuant to this Section 7.2, nor any other Person shall be entitled to settle or compromise any claim covered by Section 7.1 without the approval of Seller.

Section 7.3 **Indemnity by Seller; Limitation of Broker's Liability.**

(a) Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:

(1) are caused by Seller's negligence;

(2) arise from Seller's failure to disclose any material or relevant information about the Property; or

(3) are caused by Seller giving incorrect information to any person.

(b) Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:

(1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;

(2) other brokers or their associates who may have information about the Property on their websites;

- (3) acts of third parties (for example, vandalism or theft);
- (4) freezing water pipes;
- (5) a dangerous condition on the Property;
- (6) the Property's non-compliance with any law or ordinance; or
- (7) Seller's negligence.

Section 7.4 Seller's Representations and Covenants.

Seller Represents to Broker that:

- (a) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- (b) Seller is not bound by a listing agreement with another broker for the sale exchange, or lease of the Property that is or will be in effect during this Listing;
- (c) to Seller's knowledge, any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- (d) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- (e) Seller is current and not delinquent on all loans and all other financial obligations related to the Property;
- (f) Seller has no knowledge of any liens or other encumbrances against the Property;
- (g) to Seller's knowledge, the Property is not subject to the jurisdiction of any court; and
- (h) all information relating to the Property Seller provides to Broker is true and correct to Seller's knowledge.

Seller's Covenants: Seller agrees to:

- (a) cooperate with Broker to facilitate the showing, marketing, and sale of the Property
- (b) not rent or lease the Property during this Listing without Broker's prior written approval, which shall not be unreasonably withheld, conditioned or delayed;

- (c) not enter into a listing agreement with another broker for the sale, exchange, lease or management of the Property to become effective during the Term of this agreement without Broker's prior written approval;
- (d) maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- (e) provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenant's moving in or out of the Property;
- (f) complete any disclosures or notices required by law or a contract approved by Seller to sell the Property; and
- (g) amend any applicable notices and disclosures if Seller knows of any material change that occurs during this listing.

Section 7.5 **Survival**. The indemnity of Broker set forth in this Article 7 shall survive the expiration or early termination of this Agreement.

Section 7.6 **Broker's Insurance**. Broker shall maintain the following insurance coverage during the term, in each case issued by insurance companies with an A.M. Best rating of A+:VII or higher:

<u>Insurance</u>	<u>Minimum Standards</u>
Workers' Compensation	Coverage A: Minimum limits required by Statute (with proof of compliance as acceptable to Owner) Coverage B: \$100,000 Bodily Injury by Accident (Each Accident) \$500,000 Bodily Injury by Disease (Policy Limit) \$100,000 Bodily Injury by Disease (Each Employee)
Comprehensive General & Umbrella Liability Insurance	\$2,000,000 per occurrence
Automobile, Single Limit Bodily Injury and Property Damage	\$1,000,000
Uninsured Motorists	As required by Statute

Broker shall furnish Owner, not later than ten days after the date of this Agreement, with copies of policies, certificates of insurance, or other proof evidencing its insurance coverage as required, together with all exclusions and endorsements, including an endorsement that Owner will be given at least 30 days prior written notice of cancellation or any material change in coverage.

ARTICLE 8 **MISCELLANEOUS**

Section 8.1 **Entire Agreement**. This Agreement constitutes the entire agreement between Seller and Broker with respect to the matters set forth herein and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment to this Agreement shall be valid or binding unless made in writing and signed by both Seller and Broker.

Section 8.2 **Successors and Assigns**. This Agreement shall be binding upon the parties hereto and their respective successors and assigns; provided, however, without the prior written consent of Seller, which consent may be withheld in Seller's sole and absolute discretion, Broker shall not be entitled to assign this Agreement to any Person.

Section 8.3 **Attorneys' Fees**. If either party hereto shall institute any action or proceeding against the other party hereto relating to this Agreement, the successful party in such action or proceeding shall be entitled to recover from the unsuccessful party all fees and expenses incurred in connection therewith, including, without limitation, court costs, reasonable attorneys' fees and related expenses.

Section 8.4 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is situated.

Section 8.5 **Headings**. The Article, Section and paragraph headings in this Agreement are inserted for convenience only and are not intended to be used in construing the substance of any of the provisions of this Agreement.

Section 8.6 **Notices**. All notices, demands, requests, approvals and other communications required or permitted by this Agreement shall be in writing, addressed to Seller or Broker, as the case may be, at its respective address for notices set forth in Article 1 of this Agreement, or at such other address as Seller or Broker may from time to time designate by written notice to the other party as herein required. Such notice or other communication shall be (a) mailed by United States certified mail, return receipt requested, postage prepaid and deposited in a United States Post Office or a depository for the receipt of mail regularly maintained by the Post Office, (b) sent by reputable overnight carrier (e.g., Federal Express, DHL, Purolator), (c) by hand, or (d) by electronic mail addressed to the electronic mail address set forth above for the party to be notified with a confirmation copy delivered by another method permitted under this Section. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the

information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. In no event shall this Agreement be altered, amended or modified by electronic mail or electronic record. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given by counsel to the Broker shall be deemed given by Broker and notices given by counsel to the Seller shall be deemed given by Seller.

Section 8.7 **No Electronic Transactions.** The parties hereby acknowledge and agree this Agreement shall not be executed, entered into, altered, amended or modified by electronic means. Without limiting the generality of the foregoing, the parties hereby agree the transactions contemplated by this Agreement shall not be conducted by electronic means, except as specifically set forth in the "Notices" section of this Agreement.

Section 8.8 **Construction.** If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.9 **Number: Gender.** Whenever used herein, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be applicable to all genders.

Section 8.10 **Time is of the Essence.** Time is of the essence in each provision of this Agreement.

Section 8.11 **Waiver of Jury Trial.** Seller and Broker hereby knowingly, voluntarily and intentionally waive the right to trial by jury in respect of any litigation arising out of, under or in connection with this Agreement or any documents contemplated to be executed in connection herewith or any course of conduct, course of dealings, statements (oral or written) or actions of either party arising out of or related in any manner to the Property (including, without limitation, any action to rescind or cancel this Agreement or any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable). This waiver of jury trial is a material inducement for Seller to enter into and accept this Agreement and Broker hereby acknowledges that without this waiver, Seller would not enter into this Agreement.

Section 8.12 **Limited Recourse.** The liability of Seller to Broker under this Agreement is limited to the interests of Seller in the Property and Broker does not have and will not have any personal or corporate claims or causes action against Seller or any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, agent, parent, subsidiary or other affiliate of Seller or Seller's investment managers for the Property arising out of or in connection with this Agreement or the transactions contemplated hereby. Broker agrees to look solely to Seller's interest in the Property for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby.

Section 8.13 **Referral to Broker**. Seller agrees to refer to Broker any and all inquiries received from brokers or anyone else regarding the acquisition of the Property.

Section 8.14 **Prohibited Persons and Transactions**. Neither Broker nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity Sellers, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action (such persons and entities being "**Prohibited Persons**") and Broker covenants that it will not lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with Prohibited Persons.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]



EXECUTED to be effective as of the Effective Date.

SELLER:

HOUSTON LAND BANK,
a Texas local government corporation

By: _____
Name: _____
Title: _____

BROKER:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT B – HLB BROKER STANDARD OPERATING PROCEDURES

BROKER STANDARD OPERATING PROCEDURES

The Houston Land Bank Contract Broker Procedures will provide guidance to the Broker and homebuyer's agents in the execution of their duties and responsibilities under the Listing Agreement.

1) MARKETING

a. Prospective Homebuyers

- i. The Houston Land Bank Contracted Broker shall maintain a list of prospective homebuyers who have inquired about the New Home Development Program (NHDP) Homes. The list shall include contact information and attainable data as to the status of the prospective homebuyer including prospective homebuyers that have been income qualified by the Housing and Community Development Department. The Broker shall submit a monthly report that includes the above prospective homebuyer data.
- ii. The Houston Land Bank Contracted Broker shall establish a procedure for following up with prospective homebuyers that have inquired about NHDP homes and or have been previously qualified by the City of Houston Housing and Community Development Department as an Income-Qualified Homebuyer.

b. Marketing Plan

- i. The Houston Land Bank Broker shall submit a marketing plan for approval by HLB CEO or designee.
 1. This needs to include both short term and long-term strategies for marketing, specifying ways that the marketing efforts will be evaluated and tracked to improve the program over time.

2. This may also include regular outreach with area real estate brokers and third-party homebuyer educational companies.
- ii. HLB Broker shall submit a monthly report of marketing activities associated with promoting the New Home Development Program Homes designated by HLB. At a minimum this report has to provide information on number of showings, number of eligible buyers who have advanced in the pipeline and their feedback on the properties shown.
- iii. HLB Broker shall utilize commercially available means to market the homes in the New Home Development Program. All contractually reimbursable expenses must be submitted in writing no later than 15 days following the month the expense was made.

HLB Broker must notify HLB in writing regarding any property conditions that need to be addressed for marketing/showing purposes

HLB Broker should maintain highly visible for sale signs on the properties that are listed, clearly labelling the partners of the program, as well as any relevant information about special financing that is available.

- iv. HLB Broker will assist HLB and the City with broker opinions on market sales pricing in various neighborhoods of NHDP designated homes.

2) LISTING HOMES

a. Listing Location

- i. The HLB Broker shall use the Multiple Listing Service (MLS) to list the homes for sale.

b. Listing Instructions

- i. HLB Broker shall submit the listing instructions to be reviewed by HLB CEO or Designee prior to listing the homes for sale.

c. Timeline for Listings

- i. HLB Broker shall list all new NHDP homes for sale within fourteen (14) calendar days of their transition to HLB. HLB staff will make keys available to HLB Broker to utilize for accessing the homes. HLB Contracted Broker shall notify the HLB CEO or designee in writing of any reason that prevents the homes from being listed within this time frame. HLB shall work with the HLB Contracted Broker and any third-party necessary to list the properties in a timely manner.
- ii. Pre-selling homes for construction not completed: HLB Contracted Broker shall list properties for sale where construction is not complete, if HLB and the City have developed approved procedures for the presale of such homes and provided this procedure in writing to the Contracted Broker.

d. Notification of Listings

- i. HLB Broker shall notify the HLB CEO or Designate in writing at the time the homes are listed on the MLS, while communicating to both prospective homebuyers and area brokers. The HLB CEO or Designate will inform the breadth of partners.

3) SHOWINGS

a. Showing Service

- i. HLB Broker shall arrange for a commercially available showing service for licensed real estate brokers/agent to utilize for scheduling showings for homes for sale. HLB Broker shall provide in writing the service name, scope, and basic operations for approval.

b. Authorized Showings

- i. HLB Broker is authorized to approve showing request from any licensed brokers/realtors. Approvals should be documented by

the Broker and such documentation shall be available for review by HLB periodically.

- ii. HLB Broker must receive approval from HLB CEO or designee prior to approving group showings and or tours.
- iii. HLB does not authorize any showings for homebuyers to be conducted by HLB Broker or any licensed real estate broker/agent prior to the homes being listed for sale.
- iv. Violations of showing authorizations will be reported to the local multiple listing service administrator.

4) OFFERS

a. Authorized Contract Offer Submissions

- i. HLB Broker is authorized to receive contract offers from any prospective homebuyer, twelve (12) hours after the home is listed for sale and the HLB Broker has notified HLB in accordance with Section 2(d) of this document.
- ii. HLB Broker is authorized to reject all cash offers of any kind from an individual or third-party.
- iii. HLB Broker acting as an intermediary shall notify the HLB CEO or Designee in writing.

b. Notification of Contract Offer Submittals

- i. HLB Broker shall notify the HLB CEO or designee of any authorized contract offer submitted in accordance with Section 4(a) of this document regardless of whether offer packet is complete. Broker shall document the time of submission and any such corrections requested by submitting party and shall make such documentation available for review by HLB periodically.

c. Contract Offer Review

- i. A complete contract offer must be reviewed within two (3) business days and submitted to HLB CEO or designee for

approval, unless a review by HCDD is required, at which point HLB must respond within 4 business days.

- ii. Multiple 'acceptable' contract offers received within a 24 hour period for the same home will need to be reviewed by HCDD for their approval, according to their NHDP guidelines and policies. HLB Contracted Broker shall notify the HLB CEO or designee if such a case exists and shall notify both buyer's agents. HCDD will have 3 business days from receipt of offers, and HLB will inform the Contracted Broker of HCDD's response.

5) Representation

- a. HLB Contracted Broker shall list homes for sale on behalf of the HLB in accordance with the terms of their listing agreement and following the procedures set out in this document.
- b. HLB Contracted Broker is permitted to act as an intermediary for a prospective homebuyer except were otherwise prohibited in this document.

6) (intentionally left blank)

INSERT TEMPLATE REPORT FOR MONTHLY REPORT

7) HOUSTON COMMUNITY LAND TRUST PROCEDURES FOR REALTORS

a. Homebuyer Representation

- i. All buyers electing to purchase a home through the Houston Community Land Trust must be represented by a licensed realtor.

b. Submitting Contracts for Community Land Trust Homebuyers

- i. Realtors should contact Houston Community Land Trust staff prior to submitting a contract offer on a home in order to familiarize themselves with pre-offer requirements, including income certification and homebuyer education requirements.

- ii. For all buyers electing to purchase through the Houston Community Land Trust, Houston Community Land Trust staff must review, and sign contract offers before their submission to the listing agent.



REQUEST FOR BOARD ACTION

Meeting Date February 13, 2025

Agenda Item VIII c: 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: February 13, 2025

Agenda Item: VIII d 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

**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.

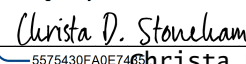
XXX. EXECUTION, MULTIPLE COUNTERPARTS

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: Matt Zeis
Date Signed: 10/29/2024

Houston Land Bank

By: 
Name: 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
33315565v.5

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: Christa D. Stoneham
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: February 13, 2025

Agenda Item VIII e: Consideration and Possible Action to Authorize the Ratification of the Acquisition of 5922 Bobby Burns St (HCAD 0122660000003), 5926 Bobby Burns St. (HCAD 0122660000002), and 5930 Bobby Burns St (HCAD 0122660000001).

ACTION SUMMARY

Ratification by the Board of Directors for inclusion of these properties in the HLB Inventory serves to outline the acquisition and acceptance of three lots into the Houston Land Bank (HLB) Inventory and to seek Board ratification for the transaction. Should the Board approve this action, HLB will move forward with closing the acquisition and moving the above-mentioned properties into the HLB inventory.

BACKGROUND/OVERVIEW

The properties acquired are as follows:

- **Address:** 5922 Bobby Burns St, 5926 Bobby Burns St, and 5930 Bobby Burns St
- **Parcel IDs:** 0122660000003, 0122660000002, 0122660000001
- **Size:** 6,750 square feet each (50 x 135 feet)
- **Location Notes:**
 - Settegast
 - Forested area with no road access.
 - Slightly outside the Phase 1 boundary of the Settegast study area.

Background:

After receiving approval from the Real Estate Acquisition and Disposition (READ) Committee and the Executive Committee, HLB entered into a contract for the acquisition of the lots on November 1, 2024. The acquisition supports HLB's mission of advancing community development opportunities in underserved areas.

Due Diligence:

As part of the due diligence process, HLB utilized funds from the Environmental Protection Agency (EPA) Assessment Grant to conduct environmental Phase 1 reports. The findings revealed:

- No recognized environmental conditions (RECs).
- No historical recognized environmental conditions (HRECs).
- No controlled recognized environmental conditions (CRECs).
- No significant data gaps.

Transaction Summary:

The properties were purchased on January 17, 2025, at a cost of \$40,000 per lot.

Recommendation:

It is recommended that the Board of Directors ratify the realty acquisition and acceptance of the properties located at 5922 Bobby Burns St, 5926 Bobby Burns St, and 5930 Bobby Burns St into the Houston Land Bank Inventory.

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

houstonlandbank.org



REQUEST FOR BOARD ACTION

Meeting Date: February 13, 2025

Agenda Item: VIII F Consideration and Possible Action to Approve the Proposed FY 2025 Mid-Year Budget Revisions.

Action Summary

Approval of this item will allow the organization to make necessary adjustments to the current fiscal year 2025 budget, ensuring that departmental allocations reflect actual revenue and expenditures, address funding changes, and align financial resources with organizational priorities. These revisions ensure fiscal responsibility while responding to emerging needs and maintaining operational efficiency across all departments.

Background

The City of Houston Administrative Procedure 2-10 (AP2-10) requires all local government corporations supporting city operations or programs to submit a board-approved draft budget at least 120 days before the start of the fiscal year, followed by a final approved budget prior to the fiscal year's commencement.

Although mid-year budget revisions are not explicitly required under AP2-10, the Houston Land Bank (HLB) assesses the need for such adjustments based on significant operational or financial changes. In January 2025, the HLB Finance Committee convened to review staff-prepared budget revision proposals. Following their review, the committee approved a recommendation to present the Fiscal Year 2025 budget revisions for board approval.

Key Budget Revision Areas

Highlights include:

- Total projected revenues are \$2,705,299.
- Total projected expenditures are \$3,285,407.
- Total change in reserves are -\$780,108 (24% decrease).
- Significant department revisions:
 - Traditional Program
 - Round 8 Sales: Net change: -\$573,987
 - Operations
 - Operations Agreement: Net Change: -\$763,900

The following pages include a budget comparison by department and revision notes.

Board Action Requested

The Board is requested to:

- Review and discuss the proposed mid-year budget revisions and departmental changes.
- Approve the revised budget as presented.
- Authorize any necessary reallocations to ensure continued financial stability and departmental functionality.

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

houstonlandbank.org



Houston Land Bank FY2025 Mid-Year Budget Revision Summary Notes

Traditional Program

- **Round 8 Sales Revisions**
 - 40300 HLB Revenue – Decrease: \$653,187
 - The original budget was based on projected sales for Round 8, which included 24 lots for sale, with 7 of those priced at market rate. The actual sales for Round 8 included only 12 lots sold, and none of the market-priced lots were sold. The revised budget now reflects the actual sales figures from Round 8.
 - 62200 Property Disposition Cost – Decrease: \$79,200
 - The disposition costs have been adjusted proportionally based on sales from Round 8.
 - Net change: -\$573,987
- **Harris County ARPA Grant (New)**
 - 40500 Outside Sources Contributions – Increase: \$217,180
 - 60100-61500 Expenses – Decrease: -\$217,180
 - In November 2024, HLB received a grant of \$658,122 from Harris County to support the Traditional Home Program. This grant has a term of 1.5 years and covers operational costs.
 - The revised budget allocates one-third of the grant for use in FY2025. It includes a transfer of \$52,180 in operating expenses from the Operating department to the HLB Traditional program. Additionally, \$165,000 has been added for capacity-building expenditures.
 - Net Change (to TP): \$0

New Home Development Program

- **NHDP Disposition Revisions**
 - 40100 Acquisition and Development Agreement – Increase \$61,920
 - 40200 Administrative Fees – \$11,250
 - 62200 Property Disposition Cost – Increase: \$79,200
 - The original budget estimated a total of 15 dispositions for the year. The revised budget reflects an updated estimate of 18 dispositions, which includes 10 actual dispositions and 8 upcoming constructions.
 - Net Change: \$56,250

Finding Home Program

- **Fannie Mae Grant (New)**
 - 40500 Outside Sources Contributions – Increase: \$145,500
 - 60300 Professional Services – Increase: \$123,420
 - In September 2024, HLB received a grant of \$220,000 from Fannie Mae to support the Finding Home Program. This grant is set for a term of one year.
 - The revised budget allocates two-thirds of the grant (\$145,200) for use in FY2025. Additionally, the grant permits a 15% allocation for indirect and administrative costs.
 - Net Change: \$21,780



- **HCLT Grant (New)**
 - 40500 Outside Sources Contributions – Increase: \$115,500
 - 60300 Professional Services – Increase: \$115,500
 - In November 2024, HLB received a grant of \$175,000 from Houston Community Land Trust to support the Finding Home Program. This grant is set for a term of one year.
 - The revised budget allocates two-thirds of the grant (\$115,500) for use in FY2025.
 - Net Change: \$0

- **CenterPoint Grant**
 - 60300 Professional Services – Increase: \$25,500
 - In FY2024, HLB received a grant of \$30,000 from CenterPoint to support the Finding Home Program.
 - The updated budget outlines the full utilization of the grant in FY2025. Income stemming from the grant has been recognized in FY2024. The grant permits a 15% allocation for indirect and administrative costs.
 - Net Change: -\$25,000
 - Note: The grant will remain profitable by the end of its use. The current net loss is primarily due to the timing of fund utilization.

HLB Operations

- **Operations Agreement**
 - 40400 Operations Agreement – Decrease: \$830,000
 - 60100-61700 Expenses – Decrease: \$116,100
 - The original budget included HCDD funding of \$1,580,000, which was intended to cover 88% of operating costs. However, since these funds were not secured, the revised budget now reflects the latest funding request of \$750,000.
 - The revised budget for shows a decrease of \$52,180 due to the Harris County ARPA Grant, which will reallocate costs from Operations to the Traditional Program. Additionally, the budget includes a general decrease of \$63,920 in operating costs.
 - Net Change: -\$763,900

- **Property tax return**
 - 40500 Outside Sources Contributions – Decrease: \$25,000
 - Net Change: -\$25,000
 - The original budget included an estimate of \$30,000 for multi-year property tax reimbursement. In September 2024, HLB reviewed this estimate with the Harris County Tax Assessor's Office and determined that only the 2023 tax year was eligible for reimbursement. As a result, the revised budget reflects this updated estimate.

- **Interest Income**
 - 70100 Interest Income – Decrease: \$25,000
 - The original budget included plans for new high-yield savings accounts at the start of the year. However, these accounts were not acquired until November 2024, necessitating a revised budget with updated estimates.
 - Net Change: -\$25,000

Brownfield Grants

- **EPA Assessment Grant (New)**

- 40500 Outside Sources Contributions – Decrease: \$62,50
- 60300 Professional Services – Decrease: \$53,125
 - In October 2024, HLB received a grant of \$500,000 from the U.S. Environmental Protection Agency to support the Brownfield Program. This grant has a term of four years.
 - The original budget was based on a full year of activities and included an estimated 10% allocation for indirect and administrative costs. However, the revised budget now accounts for only half a year of activities and a reduced indirect allocation of 5%.
- Net Change: -\$9,375
 - Note: The grant will still be profitable by the end of its term. The net loss is primarily due to decreased indirect coverage and the timing of fund usage.

- **EPA Cleanup Grant (New)**

- 40500 Outside Sources Contributions – Decrease: \$375,000
- 60300 Professional Services – Decrease: \$293,750
 - In October 2024, HLB received a grant of \$5,000,000 from the U.S. Environmental Protection Agency to support the Brownfield Program and HLB's Velasco site. The grant has a term of four years.
 - The original budget accounted for one year of activities and estimated an indirect and administrative cost capture of 10%. However, the revised budget now reflects only half a year of activities and an indirect cost capture of 3%.
- Net Change: -\$81,250
 - Note: The grant will still be profitable by the end of its term. The net loss is primarily due to decreased indirect coverage and the timing of fund usage.

- **City of Houston Pre-Development Grant**

- 40500 Outside Sources Contributions – Increase: \$49,700
- 60300 Professional Services – Increase: \$49,700
 - In November 2023, HLB received a grant of \$800,000 from the City of Houston to support the predevelopment work on HLB's Velasco site. The grant has a term of one year.
 - The original budget did not include activities funded by this grant, as it was anticipated that the funds would be fully utilized by the end of the FY2024 grant year. However, the grant was rolled into FY2025, and related activities are now reflected in the revised budget.
 - The grant was fully used by November 2024, except for amortized insurance expenditures, which will continue until the policy expires in 2028.
 - Net Change: \$0



REQUEST FOR BOARD ACTION

Meeting Date: February 13, 2025

Agenda Item: VIII g: Consideration and Possible Action to Approve the Submission of Grant Application to the Bullard Center for Environmental and Climate Justice at Texas Southern University and Authorization to Receive Awarded Funds

ACTION SUMMARY

Approval of this agenda item will authorize the Houston Land Bank (HLB) to submit a grant application to the Bullard Center for Environmental and Climate Justice at Texas Southern University for funding under the Environmental Justice Thriving Communities Grantmaking (EJ TCGM) Program. If awarded, HLB will be authorized to receive and manage the funds for the implementation of projects that align with the grant's purpose of advancing environmental justice, addressing pollution, and enhancing local community health and resilience.

BACKGROUND/OVERVIEW

The Bullard Center, as one of eleven designated EPA Grantmakers, is administering a \$40 million fund over three years to support environmental justice initiatives in EPA Region 6 (including Texas). This funding is part of the Inflation Reduction Act (IRA), aimed at ensuring historically disadvantaged communities receive the necessary resources to mitigate environmental challenges.

Grants will support a range of community-based environmental initiatives, including:

- Brownfield cleanups and revitalization efforts
- Environmental workforce development
- Air quality monitoring and asthma-related interventions
- Illegal dumping remediation
- Climate resilience and disaster preparedness

HLB proposes to apply for funding under Tier III (Competitive Development and Implementation Projects) for \$350,000 over two years to implement targeted environmental justice and community redevelopment initiatives in alignment with its mission.