



BOARD OF DIRECTORS REGULAR MEETING

April 10, 2025

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originally Issued on January 03, 2025, and Reissued
on January 31, 2025

Items VII g: Consideration and Possible Action to Approve
Lorannette Group Compass Real Estate as the successful
bidder under the Houston Land Bank Request for Qualifications
(RFQ) for Market Analysis & Feasibility Services as issued
on February 07, 2025.

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BOARD OF DIRECTORS REGULAR MEETING
AGENDA

Thursday, April 10, 2025 – Noon

Sunnyside Health and Multi-Service Center-
Classroom 2127

4410 Reed Road 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 Road 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, April 09, 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. February 13, 2025, Board Meeting
- IV. Chairman's Greeting: Matt Zeis
- V. President's Greeting: Christa Stoneham
- VI. 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
- VII. Board Action Items
 - a. Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.

- b. Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plan Act (ARPA) with Harris County.
- c. Consideration and Possible Action to Approve and Authorize the CEO/President of the Houston Land Bank to execute a one-year extension to the Option Purchase Agreement between Houston Land Bank and The Trinity East Village CDC/NHP Foundation.
- d. Consideration and Possible Action to Approve the Preliminary FY2026 Houston Land Bank Fiscal Budget.
- e. Consideration and Possible Action to Approve the 2025 program updates for the Houston Land Bank Traditional Builder Program.
- f. Consideration and Possible Action to Approve The highest three scoring company submissions under the Houston Land Bank Request for Qualifications (RFQ) for Communications and Marketing Support Services, originally Issued on January 03, 2025, and Reissued on January 31, 2025.
- g. Consideration and Possible Action to Approve Lorannette Group Compass Real Estate as the successful bidder under the Houston Land Bank Request for Qualifications (RFQ) for Market Analysis & Feasibility Services as issued on February 07, 2025.

VIII. 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.

IX. Board Member Comments

X. Adjournment

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

February 13, 2025

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 4410 Reed Road, Classroom 2127, Houston, Texas, on Thursday, February 13, 2025 at 12:00 p.m. Written notice of the rescheduled regular meeting, which included the date, hour, place and agenda for the regular meeting, was posted in accordance with the Texas Open Meetings Act.

Board members in attendance were:

Elaine Morales	David Collins
Matt Zeis	Chrishelle Palay
Francisco Castillo	Janae Ladet
Gejuan Cole	Dwantrina Russell

Board directors absent were: Marilyn Muguerza and Tonzaino Bailey. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; Isai Mendez, Finance Director for the HLB; Lindsey Williams, Director of Community Development for the HLB; Melanie Young, Director of Operations; Donesha Albrow, Operations Manager for the HLB; Charles Keys, Asset and Disposition Manager for the HLB; LeKendra Drayton, Administrative Assistant for the HLB; Graciela Saenz, outside legal counsel to the HLB; Mark Glanowski (Paralegal) and Leigh White (Legal Assistant) of Winstead PC.

I. Call to Order and Roll Call

Chairman Zeis called this regular meeting to order at 12:16 p.m. A roll call of the Board members attending in person immediately followed. Chairman Zeis then announced that an in-person quorum of the Board was present for this meeting.

II. Public Speakers & Registered Attendees

Nothing to report.

III. Consideration and Adoption of Meeting Minutes

a. December 02, 2024 Board Meeting

Chairman Zeis then announced that the minutes for the December 2, 2024 regular meeting of the Board were previously circulated for review and comment. He asked if there were any comments and/or changes for discussion to such minutes.

Director Castillo then made a motion to approve the minutes as written of the Board meeting held on December 2, 2024, which motion was duly seconded by Director Palay and passed with the unanimous vote of the Board.

IV. Chairman's Greeting: Matt Zeis

Chairman Zeis thanked everyone for attending today's meeting. He then introduced Gejuan Cole who was appointed by the Houston Independent School District to replace Director Bess. He then wished everyone a Happy Valentine's Day and Black History Month.

V. Newly and Re-appointed Board Members: Sweating-in and Oaths

Ms. Saenz conducted the swearing-in and oath of office ceremony for Gejuan Cole for the position of director to the Board.

VI. President's Greeting: Christa Stoneham

Ms. Stoneham discussed the information included in the high-level rough draft of the HLB Annual Report as shown on the PowerPoint presentation to the Board. She noted that this report was assembled to include matters of significant interest which occurred during the year such as the engagement of 2,000 community members, procurement of 31 home builders, the sale of 31 lots, addressing 117 title issues affecting certain lots, and handling 149 legal projects. The report also highlights the Community Purpose Program which was created to find a purpose for lots which are adversely affected by accessibility, size and/or flood zones, along with the launching of the Finding Homes Program. The report also includes information concerning the status of the grant from the EPA to address the toxic ash concerns at the Velasco site. Lastly, she mentioned that next Friday she will be conducting the Annual Report Presentation.

VII. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

Chairman Zeis reported that the Executive Committee met in January 2025, to discuss the agenda items for today's meeting as well as the status of the replats of larger lots which are expected to be ready by the end of March. These Replats should provide 5-10 lots which will be available by June 2025. Discussed the acquisition of undeveloped lots in the Settegast area and the status of builder compliance data. As of January 2025, there are currently 34 lots in development with 23 being out of compliance with only 4 of those considered as non-compliant. With regard to the Velasco toxic ash site, the EPA funds may be frozen under the new administration and court rulings. Therefore, he stated that the HLB will proceed cautiously with regard to the remediation work for this environmental site.

b. Finance Committee: Open, Chair

Chairman Zeis reported that the Finance Committee met to discuss changes to the 2025 fiscal year budget. He then noted there is now an open Chair seat for the Finance Committee as Director Bess is no longer on the Board, and stated that applications are currently being accepted for this position.

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

Director Palay reported that the Partnership Committee met in January and began review of the applications submitted for the Community Purpose Lots. The Committee is moving forward with scoring of these applications and requested three Board members to assist with the review of the applications. Chairman Zeis stated that he would assist with the review of the applications. She then reported that public hearings are scheduled for the Knowles Street replat as well as the Bennington replat project which were submitted for approval last month. Director Palay stated that the replat for Laura Koppe has now been approved. She is awaiting on feedback with regard to the Fifth Ward Volunteer Location program cancer clusters project. President Christa stated she was in attendance for the HUD Choice Planning session for the North Houston community project.

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

Chairman Zeis reported that the Real Estate Acquisition and Disposition Committee met last month to discuss the status of the replats for certain large lots and possible land acquisitions.

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

Director Morales reported that the Procurement and Oversight Committee met earlier in the month to discuss three procurements, two of which are on the action items list for Board approval on today's Agenda. There were three applications submitted for the tree trimming and tree removal RFP, one of which was incomplete due to lack of required documentation. She noted that there will be no action today with regard to the Community Marketing Support Services RFP.

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.**

Chairman Zeis announced that approval of this agenda item will authorize the Houston Land Bank to contract with the vendor submitting a successful application 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.

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

The HLB received two submissions for this RFP as shown below:

1. Olive Tree Services – failed submission due to not submitting the required documents.
2. Remodel HTX LLC – passed with a 85/100 score.

There were three submissions, one of which was incomplete due to lack of required documentation. Out of the two remaining submissions, only Remodel HCX LLC met the criteria with a successful score. Chairman Zeis noted that the approval of this Agenda item will facilitate the removal of the tree debris caused by Hurricane Beryl last July.

Director Morales made a motion to approve the application of Remodel HCX LLC for tree-removal and tree-trimming services, which motion was duly seconded by Director Palay and approved with the unanimous vote of the Board.

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.

Ms. Stoneham announced that approval of this agenda item will authorize the Houston Land Bank (HLB) to contract with the successful applicants 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.

The Marketing and Brokerage Services for Sale of Affordable Homes was posted on November 6, 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, as shown 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 Nextgen Real Estate	Score: 62.67 % (unsuccessful bidder)
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 those bidders who achieved a minimum score of 90% based on the projected number of houses anticipated to be completed within the contract term. There did not appear to be a need to approve the maximum number of five as posted per the RFQ. Approving the highest-scoring bidders allows HLB to have the capacity to maintain transaction timelines and expectations and ensures that selected brokers have sufficient opportunities.

Ms. Stoneham noted that this RFQ closed on December 20, 2024 with fourteen submissions two of which were deemed incomplete. Out of the remaining submissions, A2Z Real Estate Consultants, Exit Realty 360, TAS Realty Group, and Walzel Properties were selected for approval by the Board.

Director Ladet made a motion to approve A2Z Real Estate Consultants, Exit Realty 360, TAS Realty Group, and Walzel Properties for marketing and brokerage services, which motion was duly seconded by Director Castillo and approved with the unanimous vote of the Board.

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

Chairman Zeis announced that this Agenda item will be tabled for quorum as Director Castillo is employed by Harris County.

d. **Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plane (ARPA) with Harris County.**

Chairman Zeis announced that this Agenda item will also need to be tabled for quorum as Director Castillo is employed by Harris County.

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

Chairman Zeis announced that 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 Inventory and to seek Board ratification for the subject transactions. Should the Board approve this action, HLB will move forward with closing the acquisition and moving the above-mentioned properties into the HLB inventory.

The properties to be acquired are described 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 area
 - Forested area with no road access.
 - Slightly outside the Phase 1 boundary of the Settegast study area.

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

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

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

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

Director Cole made a motion to ratify each of the subject acquisitions, which motion was duly seconded by Director Russell and approved with the unanimous vote of the Board.

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

Chairman Zeis announced that approval of this action item will allow HLB 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 will ensure fiscal responsibility while responding to emerging needs and maintaining operational efficiency across all departments.

Although mid-year budget revisions are not explicitly required by the city of Houston, the Houston Land Bank 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 this review, the Finance 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 is -\$780,108 (a 24% decrease).
- Significant department revisions:
 - Traditional Program
 - Round 8 Sales: Net change: -\$573,987
 - Operations
 - Operations Agreement: Net Change: -\$763,900

Director Mendez announced the changes in the 2025 fiscal budget is due to changes for the Traditional Home Program and HLB Operations Agreement. Currently, \$750,000 is currently in negotiation with the City of Houston in place of the original \$1,500,000.00. Director Cole asked if the Board will revisit the sale of houses at market value. President Stoneham confirmed this matter will be revisited under a new approach. The Board will revisit some of the properties in the 100-year flood plan and look into selling them at market rate. There will also be a realignment and repricing of homes that are currently for sale. Ms. Stoneham mentioned that HLB is also reviewing its located in the 100-year flood plain and requesting its real estate brokers to list those lots publicly as HLB will not be constructing affordable houses on those lots.

Director Ladet made a motion to approve the Fiscal Year 2025 budget revisions, which motion was duly seconded by Director Palay and approved with the unanimous vote of the Board.

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

President Stoneham announced the proposal to submit an application to the locally based Bullard Center for Environmental and Climate Justice at Texas Southern University. The grant will support a range of community-based environmental initiatives. HLB proposes to apply for funding under Tier III (Competitive Development and Implementation Projects) for \$350,000 over two years.

Approval of this agenda item will authorize the Houston Land Bank 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 (EJTTCGM) 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.

The Bullard Center, as one of eleven designated EPA Grantmakers, is administering a \$40,000,000.00 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.

Director Palay made a motion to approve submitting the application, which motion was duly seconded by Director Morales and approved with the unanimous vote of the Board.

IX. Executive Session

No need for any items to go in Executive Session.

X. Board Member Comments

No comments.

XI. Adjournment

Chairman Zeis asked if there were any additional matters to be discussed or considered by the Board. Hearing none, this regular Board meeting then adjourned at 1:05 p.m. upon the motion of Director Morales which was duly seconded by Director Russell and passed with the unanimous vote of the Board.

Minutes Prepared By:

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

Signed on the ____ day of _____, 2025.

Secretary

Houston Land Bank

Balance Sheet

As of February 28, 2025

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
10101 Chase - Operating 8465	52,195
10102 UNB - Operating 4992	85,187
10103 Susser - Operating 3448	119,776
10301 Chase - Lot Acquisition 7058	1,708,838
10401 Chase - Board Reserve 7066	12,326
10402 Susser - Board Reserve 3463	2,473,404
10501 Chase - Restricted Funds 5577	5,392
10502 Susser - Restricted Funds 3489	532,940
10601 Susser - Strategic Funds 7878	249,382
10602 Susser - Strategic Funds Sweep 78781	66,933
Total Bank Accounts	\$ 5,306,372
Accounts Receivable	
12100 Accts Receivable	445,713
Total Accounts Receivable	\$ 445,713
Other Current Assets	
Prepaid Expenses	
14100 Prepaid Acquisition Costs	25,243
14200 Prepaid Insurance	124,704
14300 Prepaid Rent	3,689
14400 Prepaid Security Deposit	4,689
14500 Prepaid Subscription Services	17,568
Total Prepaid Expenses	\$ 175,892
Total Other Current Assets	\$ 175,892
Total Current Assets	\$ 5,927,977
Fixed Assets	
15100 Equipment	19,745
15900 Accum. Depreciation	-14,144
Total Fixed Assets	\$ 5,601
Other Assets	
16200 Lease Asset	41,921
Total 17100 Investments Held For Sale	10,310,741
Total Other Assets	\$ 10,352,662
TOTAL ASSETS	\$ 16,286,240
LIABILITIES AND EQUITY	
Liabilities	

Houston Land Bank

Balance Sheet

As of February 28, 2025

	<u>Total</u>
Current Liabilities	
Accounts Payable	
20100 Accounts Payable	55,195
Total Accounts Payable	\$ 55,195
Other Current Liabilities	
21100 Liabilities Due to HCDD	1,692,115
21300 Payroll Liability	32,561
21301 Retirement Liability	662
21400 Liabilities Due to HLB Fund	109,466
21600 Lease Liability - Current	21,300
21800 Unearned Revenue	398,842
21900 Other Liability - Current	-411
Total Other Current Liabilities	\$ 2,254,535
Total Current Liabilities	\$ 2,309,731
Long-Term Liabilities	
22600 Lease Liability - Noncurrent	22,123
Total Long-Term Liabilities	\$ 22,123
Total Liabilities	\$ 2,331,854
Equity	
30100 Unrestrict (retained earnings)	14,540,478
Net Income	-586,092
Total Equity	\$ 13,954,386
TOTAL LIABILITIES AND EQUITY	\$ 16,286,240

Houston Land Bank

Income Statement

July 2024 - February 2025

	<u>Total</u>
Income	
40100 Acquisition and Development Agreement	375,576
40200 Administrative Fees	37,500
40500 Outside Sources Contributions	252,129
Total Income	\$ 665,205
Gross Profit	\$ 665,205
Expenses	
60100 Salaries and Fringe	642,395
60200 Legal Fees	67,625
60300 Professional Services	148,308
60400 Property Cost - Lot Maintenance	244,132
60500 Software and Subscriptions	29,150
60600 Rent Expense	33,091
60700 Advertising and Marketing	3,039
60800 Bank Fees	419
60900 Conference and Meetings	13,021
61000 Depreciation Expense	1,227
61200 Insurance	44,093
61300 Membership and Dues	2,902
61400 Office Expense	3,094
61500 Phone and Internet	5,619
61700 Travel Expense	8,089
61800 Other Miscellaneous Expense	200
62100 Acquisition Costs - HLB Traditional	3,657
62200 Property Cost Disposition - HLB Traditional	22,251
63200 Property Cost Disposition - NHDP	33,029
Total Expenses	\$ 1,305,340
Net Operating Income	-\$ 640,135
Other Income	
70100 Interest Income	54,043
Total Other Income	\$ 54,043
Net Other Income	\$ 54,043
Net Income	-\$ 586,092



REQUEST FOR BOARD ACTION

Meeting Date April 10, 2025

Agenda Item VII A: 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: April 10, 2025

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

ACTION SUMMARY

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

BACKGROUND/OVERVIEW

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

Key terms of the Agreement include:

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

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

DELIVERABLES

As per Exhibit E, the primary deliverables include:

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

RECOMMENDATION

It is recommended that the Board approve this item to:

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

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

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

Recitals

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

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

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

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

I. GENERAL SCOPE OF SERVICES

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

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

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

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

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

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

II. INDEPENDENT PARTIES

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

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

III. TERM

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

IV. SUBRECIPIENT'S SUBAWARD

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

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

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

V. TERMS OF SUBAWARD

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

v) Repayment of Ineligible Payments

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

B) Payment Process

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

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

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

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

- ii) The request for fund disbursement shall, at a minimum, include the following:

1. For sub-awarded/pass-through funding claims of the Subrecipient:

- a. The initial billing shall be accompanied with a copy of the agreement(s) between the Subrecipient and a subsequent sub-awardee;
- b. A copy of the invoice/reimbursement claim from the sub-awardee;

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

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

VI. LIMITATION OF APPROPRIATION

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

VII. GRANT FUNDS

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

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

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

VIII. TEXAS PUBLIC INFORMATION ACT

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

Subrecipient.

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

IX. TERMINATION

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

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

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

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

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

X. NOTICE

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

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

To Subrecipient:

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

To the County:

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

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

XI. INDEMNIFICATION

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

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

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

XII. COMPLIANCE AND STANDARDS

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

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

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

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

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

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

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

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

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

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

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

- N) Administrative Costs. Subrecipient may use funds for administering the program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Costs must be reasonable and allocable as outlined in 2 C.F.R. §§ 200.404–200.405. Subrecipient is permitted to charge both direct and indirect costs to its SLFRF subaward as administrative costs as long as they are accorded consistent treatment per 2 C.F.R. § 200.403. Each category of cost should be treated consistently in like circumstances as direct or indirect, and Subrecipient may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.
- O) Program Income. Program Income means income earned by the Subrecipient that is directly generated by a supporting activity or earned as a result of the Subaward during the period of performance except as provided in 2 C.F.R. § 200.307. Program Income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them.

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

- P) Cost Principles. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E.
- Q) Reporting Obligations. Subrecipient shall submit regular monthly progress and financial reports to the County.
 - i) Projects: Provide information on all SLFRF funded projects. Projects are new or existing eligible government services or investments funded in whole or in part by SLFRF funding. For each project, the subrecipient will be required to

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

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

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

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

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

S) No Obligation by Federal Government

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

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

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

U) Fraud, Waste, and Abuse Reporting

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

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

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

XIII. ADMINISTRATIVE REQUIREMENTS

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

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

F) Procurement and Contractor Oversight. The Subrecipient shall comply with the procurement standards in 2 C.F.R. §§ 200.317–200.327 when procuring property and services under this agreement.

- i) The Subrecipient shall impose the Subrecipient’s obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.
- ii) The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

G) Audits, Documentation & Recordkeeping/Record Retention. Subrecipient shall establish and maintain records sufficient to enable the County to (1) determine whether the Subrecipient has complied with this agreement, applicable Federal statutes and regulations, and the award terms and conditions and (2) satisfy recordkeeping requirements applicable to the County through regulations and guidance issued by the U.S. Department of the Treasury.

- i) Harris County, any Federal agency (including without limitation any federal Inspectors General), the Comptroller General of the United States, or any of their authorized representatives (each an “Auditor”), shall have the right of access to any facilities and to any records, documents, financial statements, papers, or other records of the Subrecipient in order to make audits, examinations, excerpts, and transcripts related to this Agreement. Subrecipient shall cooperate with such examinations, studies, and audits and provide the Auditor with such documents, including without limitation Subrecipient’s backup and support data related to the work, materials, and billings under this Agreement. The Auditor may perform such examinations, studies, and audits before or after payment. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents. All payments made by County are subject to re-evaluation and refund or withholding of future payments conditioned on the results of the audit.
- ii) All recipients, subrecipients, contractors, successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, and facilities.
- iii) To the extent required by, and in accordance with, 2 CFR Part 200 and any

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

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

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

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

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

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

XIV. PUBLIC CONTACT

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

XV. APPLICABLE LAW AND VENUE

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

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

XVI. TAXES AND CHARGES

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

XVII. PROHIBITION ON LIENS

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

XVIII. NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

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

XIX. INSURANCE REQUIREMENTS

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

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

B) Subrecipient shall maintain at a minimum:

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

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

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

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

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

XX. PAYMENT BOND

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

XXI. OWNERSHIP OF DOCUMENTS; COPYRIGHT

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

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

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

XXII. WAIVER OF BREACH

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

XXIII. SEVERABILITY

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

XXIV. SURVIVAL OF TERMS

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

XXV. CONTRACT CONSTRUCTION

- A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author 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.

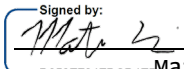
XXIX. ENTIRE AGREEMENT; MODIFICATIONS

- 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.

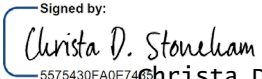
XXX. EXECUTION, MULTIPLE COUNTERPARTS

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: D658F734FD0D4E8 Matt Zeis
Date Signed: 10/29/2024

Houston Land Bank

By: 
Name: 5575430FA0E7408 Christa D. Stoneham
Title: Chief Executive Officer & President
Date Signed: 10/29/2024

APPROVED AS TO FORM:

Christian Menefee
Harris County Attorney

By: Gina 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.

1. 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

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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; <i>Coronavirus State & Local Fiscal Recovery Funds (CSLFRF), Coronavirus State and Local Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF)</i> |

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.

Signed by:
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
Subtotal	\$ 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.				\$ -
Subtotal	\$ -	\$ 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
Subtotal	\$ 5,154.50	\$ 77,561.50		\$ 82,716.00
Consumable Supplies (describe)				
				\$ -
Subtotal	\$ -	\$ -		\$ -
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
Rent, Lease Furniture Subtotal	\$ 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
Other Costs Subtotal	\$ 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		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance, A Gallagher Company 1333 West Loop South, Suite 1000 Houston TX 77027	CONTACT NAME: Rachel Badeaux PHONE (A/C, No, Ext): 713-622-2330 FAX (A/C, No): 713-622-2053 E-MAIL ADDRESS: Rachel.Badeaux@cadenceinsurance.com														
License#: PC-1092395	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Specialty Underwriters Insurance Co</td> <td style="text-align: center;">13037</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Specialty Underwriters Insurance Co	13037	INSURER B: Texas Mutual Insurance Company	22945	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

INSURED
 Houston Land Bank
 PO Box 2549
 Houston TX 77252

COVERAGES**CERTIFICATE NUMBER:** 1063105201**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> OTHER: </div> <div> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC </div> </div>			CSU 0130048	3/25/2024	3/25/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ EXCLUDED</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ EXCLUDED	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$		
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	\$																						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	0002033798	6/24/2024	6/24/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td colspan="3" style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td colspan="3" style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td colspan="3" style="text-align: right;">\$ 1,000,000</td></tr> </table>	X	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000			E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																						
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Harris County Housing & Community Development
 1111 Fannin St. 9 floor
 Houston TX 77002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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		
CARRIER	NAIC CODE	EFFECTIVE DATE:

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: April 10, 2025

Agenda Item VII c: Consideration and Possible Action to Approve and Authorize the CEO/President of the Houston Land Bank to execute a one-year extension to the Option Purchase Agreement between Houston Land Bank and The Trinity East Village CDC/NHP Foundation.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to extend the current option to purchase agreement made between the Trinity East Village CDC/ NHP Foundation and the Houston Land Bank. Section 3 of the current option agreement allows for the extension of the option agreement, and the parties wish to renew and execute the option.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

Trinity East Village CDC and the NHP Foundation have been working together since 2019 to build apartment homes for seniors and families on land owned by Trinity East United Methodist Church at Live Oak and McGowen Streets. These homes will help Third Ward residents facing displacement due to gentrification and the redevelopment of Cuney Homes remain in their neighborhood. The partners obtained site control for 7 lots controlled by the Houston Land Bank (Exhibit A), and lots controlled by the Midtown Redevelopment Authority in 2019 when we worked to complete a 9% LIHTC application for the project.

As part of that work, Trinity East Village CDC had discussions with the leadership of the City's Housing and Community Development Department and Houston Land Bank at that time about earmarking these lots for affordable rental development and transferring the lots. With renewed interest in the project by Harris County, the Houston Housing Authority, and Rice Management Company, the development team is ready to make this project a reality in 2024. From the outset, the proposed development has received widespread support among Third Ward community groups and residents. Organizations from the Third Ward Super Neighborhood to the Emancipation Economic Development Council have submitted letters of support for the development. In addition to the community support, The City of Houston Housing and Community Development has voiced no objection to this request.

The agreement, including Exhibit A, is attached. Should the HLB Board of Directors approve this board action, the purchase agreement's renewal option will be exercised.

January 30, 2024

Christa Stoneham, Executive Director
Houston Land Bank
Via email: cstoneham@houstonlandbank.org

RE: Trinity East Village Project Status Report and Option Agreement Extension Request

Dear Director Stoneham:

Trinity East Village CDC and the NHP Foundation are partnering to develop affordable housing for families and seniors on the block adjacent to the Trinity East United Methodist Church (bounded by McGowen, Live Oak, Tuam, and St Charles streets). As required in Section 3 of the Option Agreement, we are providing this project status update and requesting the 12-month extension of the existing Option to Purchase that NHP Foundation has with the Houston Land Bank for seven lots. We appreciate the Land Bank's partnership on this important two-phase project, phase one of which was included in the HUD-approved Choice Neighborhoods Implementation Plan for the redevelopment of Cuney Homes as a site of replacement housing. With this designation, the first phase of the project will be highly competitive for Low Income Housing Tax Credits in February 2025 and will be able to start construction by early 2026. With federal funding applications under review that were sponsored by Harris County Commissioner Rodney Ellis and the Coalition for the Homeless, we believe phase two of the project will be financed in 2026.

There are seven parcels of land under the Option Agreement, all of which support the development of phase two of the project. These lots comprise less than 20% of the total project area but are integral to making phase two a reality. Without these lots, the construction of the family phase will not be possible.

Project Update: Progress made over the last year and upcoming milestones

The Trinity East Village Senior phase was included in the Houston Housing Authority's Cuney Homes Choice Neighborhoods Implementation grant application to HUD as an off-site location for replacement units required by the Choice Neighborhoods program. This application was approved by HUD in July 2024. Trinity East Village Senior will be the first project under the Choice Neighborhoods plan to move forward.

The project team is applying for 9% Low Income Housing Tax Credits in the upcoming round, which are required to make the project happen. The Texas QAP contains an advantage for Choice Neighborhoods projects (see Sec 11.6.3.C.iv) which states that the highest scoring application in a region with funding from a Choice Neighborhoods grantee must be awarded. This project will be the only one in the Houston region supported by a Choice Neighborhoods grant (see Section B.5. of the Draft MOU with HHA), virtually guaranteeing this project an award.

We were also selected for funding by the City of Houston through its HOME NOFA that closed on October 18, 2024. Tax credit awards are usually announced in July each year. Therefore, we estimate having all awards of necessary financing for phase one by July 2025 and expect to be able to start construction as soon as building permits are approved, anticipated to be in early 2026.

For phase two (Trinity East Village Family), we received a bond inducement from Harris County HFC in September 2023 and a bond reservation from the Texas Bond Review Board in January 2024. We were also awarded \$3 million in HOME funds from the City of Houston. However, we were not awarded gap funds from Harris County's ARPA solicitation as planned. Therefore, we had to give up our bond reservation because state law requires closings to occur within 6 months of bond reservation. However, we plan to resubmit for a new bond reservation in the coming year as we hear back on the following pending funding applications:

1. **Harris County Commissioner Rodney Ellis** sponsored our application for \$5 million under the **Community Project Fund** program in May 2024. In keeping with last year's award timing, award announcements are expected in May 2025.
2. Following a competitive application period, **the Coalition for the Homeless** has chosen Trinity East Village as the Houston region's application for **CoC Builds** funding for PSH units, which will provide \$7 million to the project. This will be Houston's only application for these funds, reflecting its competitiveness in our region. The Coalition submitted our application to HUD on November 21, 2024. Awards will be announced in 2025 with grants anticipated to be executed by September 2025.

Overall Timeline

Trinity East Village Senior:

- Anticipated City of Houston HOME award announcements: end of 2024
- 9% Low Income Housing Tax Credit application: February 2025
- Tax credit award announcements: July 2025
- Anticipated closing deadline (sooner if building permits can be obtained quickly): March 2026

Trinity East Village Family:

- Anticipated Community Project Fund award announcements: May 2025
- Anticipated CoC Builds Fund award announcements: summer 2025
- Private Activity Bond Request lottery: October 2025
- Anticipated Bond Reservation: January 2026
- Anticipated closing deadline: within 180 days of bond reservation date

As you can see from the Project Update above, we remain deeply committed to this project, which continues to enjoy widespread support among the community. We are heavily engaged in putting together the funding required to finance both phases of the project. With the Land Bank's support, we can successfully complete this work and start construction on both phases in 2026.

Please contact me if you have any questions or would like additional information. I appreciate your consideration of our request.

Sincerely,



Lauren Avioli, Assistant Vice President
The NHP Foundation
lavioli@nhpfoundation.org | 832-280-7554

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Agreement”) is made and entered into as of October 17, 2023 (the “Effective Date”), by and between HOUSTON LAND BANK (formerly known as LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY), a Texas non-profit local government corporation (“HLB”), and THE NHP FOUNDATION, a District of Columbia nonprofit corporation, and/or its designated affiliate, subsidiary, or assigns (“NHP”). HLB and NHP are collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

A. NHP plans to develop an affordable housing project located in Houston, Harris County, Texas (the “Project”).

B. HLB owns seven (7) unimproved real property lots described on Exhibit A attached hereto and incorporated herein by reference (the “Option Property”) which is located in Houston, Harris County, Texas.

C. NHP proposes that HLB sell the Option Property to NHP at the Purchase Price (defined below) for the Project, and HLB upon determining that the Project is consistent with its affordable housing strategy agrees to sell to NHP an option to acquire the Option Property for the Purchase Price subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the Purchase Price, the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Option.** HLB hereby agrees to grant to NHP the exclusive option to acquire the Option Property for the Purchase Price and upon and subject to the terms and conditions set forth herein (the “Option”) in exchange for a \$100 option fee (the “Option Fee”) to be paid at the execution of this Agreement.

2. **Purchase Price.** The purchase price (“Purchase Price”) for the Option Property shall be (i) the greater of (x) the fair market value of the Option Property as determined by an appraisal obtained by HLB from a MAI appraiser reasonably acceptable to NHP or (y) the amount paid by HLB to acquire the Option Property plus (ii) HLB's costs of holding the Option Property through the date of sale to NHP (the “Holding Costs”). A statement of the Purchase Price (“Purchase Price Statement”) shall be prepared by HLB and submitted to NHP within thirty (30) days prior to the Closing Date (as hereinafter defined). The Purchase Price Statement shall include the Holding Costs itemized in reasonable detail and supported by reasonable substantiating data.

3. **Exercise of Option.** The right of NHP to exercise the Option to acquire the Option Property is conditioned on NHP having first obtained and submitted to HLB written evidence of the following in connection with the development of the Project (and such related information as HLB may reasonably request in connection with the development of the Project): (i) binding commitment(s) for funding in an aggregate amount sufficient to pay the total costs of developing the Project as evidenced by substantiating data satisfactory to HLB in its reasonable business judgment ; and (ii) approval from the Texas Department of Housing and Community Affairs of

housing tax credits for the Project (or in its place binding commitments of funding from other sources which will substitute for the tax credits) (items (i) and (ii) collectively, the “Financing Commitments”). Upon NHP'S satisfaction of the Financing Commitments, NHP shall have the right to exercise the Option to acquire the Option Property by delivering written notice (“Option Notice”) to HLB no later than March 1, 2025 (“Outside Option Exercise Date”); provided however, the Outside Option Exercise Date may be extended twelve months if NHP delivers to HLB on or before February 1, 2025 a written Project status report of its efforts to obtain Financing Commitments and evidence satisfactory to HLB in its good faith business judgment that funding sufficient to pay the costs of developing the Project is likely obtainable on or before the end of such extension. The actual date on which the Option Notice is delivered to HLB is hereafter referred to as the “Option Exercise Date.” If NHP fails to exercise the Option on or before the Outside Option Exercise Date, then this Option shall lapse and HLB shall have the right to terminate this Agreement and shall have the additional purchase right set forth in Exhibit D, attached hereto.

4. **Term of Option.** The Option shall remain in full force and effect from and including the Effective Date until the earlier to occur of (and including) the (i) the Outside Option Exercise Date, and (ii) the Closing Date (hereinafter, the “Option Term”). NHP shall not be entitled to exercise the Option after the expiration of the Option Term, except as approved in writing by HLB in its sole and absolute discretion.

5. **Terms of Acquisition.** In the event NHP delivers an Option Notice to HLB in accordance with Section 2 hereof, the Parties agree to consummate the conveyance of the Option Property from HLB to NHP on and subject to the following terms and conditions:

- a. **Consideration.** HLB will deed the Option Property to NHP and NHP shall pay the Purchase Price to HLB, subject to and in accordance with the terms and conditions of this Agreement. The Deed (as hereinafter defined) shall contain the affordable housing use restrictions set forth in Exhibit B, attached hereto (“Affordable Housing Use Restrictions”).
- b. **Title Commitment.** During the term of this Agreement, NHP shall have the right to obtain at NHP's cost: (a) a title commitment issued by a national title insurance company, or its agent or affiliate, which is licensed to do business in the State of Texas, as NHP selects subject to HLB's reasonable approval thereof (the “Title Company”) setting forth the basis upon which the Title Company is willing to insure title to all parcels of the Option Property (the “Title Commitment”), together with all of the documents listed or referenced in the Title Commitment (the “Exception Documents”), and (b) a current survey of the Option Property prepared in accordance with the then current Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors (the “Survey”). Copies of the Title Commitment, Exception Documents and Survey shall be provided to HLB promptly upon receipt by NHP, and HLB shall be included as a certified party in the Survey. If the Title Commitment or the Survey, or updates thereof disclose defects or other matters objected to by NHP, NHP shall advise HLB of the same in writing no later than thirty (30) days after the Option Exercise Date. The Affordable Housing Use Restrictions and any other title exceptions and survey matters not objected to by NHP within said period or waived by NHP in accordance with clause

(x) in the following sentence shall collectively constitute the "Permitted Encumbrances." If HLB is unable or unwilling to correct such title matters as to which NHP objects, then NHP shall have the right, at its option, either to (x) waive such objections and accept such title as HLB is able to convey, in which event this Agreement shall continue in full force and effect without change in or to the terms hereof; or terminate this Agreement in writing and the parties hereto shall be thereafter be released from any further obligations hereunder.

- c. **Title Policy.** At Closing, NHP shall obtain, at NHP'S expense, an TLTA Owner's Policy of Title Insurance (or pro forma thereof) (the "Title Policy"), issued by the Title Company, insuring fee simple title to NHP as of the date and time of the recording of the Deed, subject only to the Permitted Encumbrances.
- d. **NHP's Due Diligence.** NHP, or its representative, will have the right to enter the Option Property at any time after the Effective Date, and will have the right to conduct tests and inspections, including Phase I environmental studies (and if recommended by the Phase I, a Phase II environmental study), surveys, preliminary engineering, site planning, soil boring tests and other appropriate inspections and tests as NHP deems necessary provided that NHP (i) provides HLB with prior notice of the proposed time and nature of any such studies, tests and inspections and furnishes HLB the certificate of insurance required below; (ii) conducts such studies, tests and inspections during normal business hours at times reasonably approved by HLB; (iii) if reasonably requested by HLB, conducts such studies, tests and inspections in the presence of a representative of HLB (provided that the presence of such a representative shall not be a condition precedent to conducting such tests and inspections if NHP otherwise complies with clauses (i) and (ii) above); and (iv) promptly provides HLB with copies of written reports received from its contractors arising out of such studies, tests and inspections. In the event either Party rightfully terminates this Agreement prior to Closing or the Option Term expires without a Closing, NHP shall promptly repair any damage to the Option Property caused by NHP's inspections or testing of the Option Property, restore the Option Property to the substantially the same or better condition than existed prior to such inspections or testing and indemnify and hold HLB harmless for any and all actual claims and damages arising in connection with such inspections or testing; provided, however, that in no event shall the scope of the foregoing indemnification obligations include (x) claims or damages arising out of the acts or omissions of HLB or its agents, employees, contractors or other representatives, (y) any diminution in value to the Option Property unless such diminution in value results from acts or omissions of NHP or its agents, employees, contractors or other representatives, nor (z) the mere discovery of existing conditions in, on or under the Option Property. Prior to any entry upon the Option Property, NHP shall procure and continue in force and effect from and after the date NHP first desires to enter on the Option Property, and continuing throughout the term of this Agreement, the following insurance coverages placed with a responsible insurance company licensed to do business in Texas: commercial general liability insurance with (i) a combined single limit of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate limit, insuring, without limitation, coverage for bodily injury, property damage, contractual liability, and personal injury liability with respect to the improvements on the

Option Property or arising out of any of NHP's or the parties acting by, under or for the benefit of NHP's use, inspection or occupancy of the Option Property, conduct of its due diligence, or arising out of any of the indemnified claims. NHP shall deliver a copy of a certificate of insurance evidencing such insurance coverage to the HLB upon written request (but in all events prior to any contractors or consultants of NHP entering upon the Option Property).

- e. **Covenants Regarding the Option Property.** From and after the Effective Date until the earlier of the Closing or the expiration or termination of this Agreement (i) neither HLB nor its agents or representatives will make or enter into any lease for the Option Property or any portion thereof or make or enter into any other contract, or other agreement affecting the Option Property, any part thereof or any interest therein other than contracts related to the improvement and maintenance of and security for the Option Property and contracts or leases which will terminate or expire on or before conveyance of the Option Property to NHP; (ii) HLB will take no action which will materially or adversely affect the condition of the Option Property or any portion thereof; and (iii) HLB will not enter into any mortgage, deed of trust, lien, covenant, condition, restriction, easement or right-of-way which would encumber the Option Property after Closing without the prior written consent of NHP.
- f. **Condition of the Option Property at Closing.** At Closing, HLB will deliver the Option Property to NHP "as is, where is and with all faults."
- g. **Form of Deed.** At Closing, HLB will convey by special warranty deed to NHP indefeasible fee simple title to the Option Property, subject only to the Permitted Encumbrances, including the Affordable Housing Use Restrictions, and to the general encumbrances and "as is" provisions set forth in the Special Warranty Deed, substantially in the form of Exhibit C attached hereto and incorporated herein for all purposes (the "Deed"). The legal description of the Option Property set forth in the Title Commitment and Survey shall be incorporated into the Deed on approval of the same by HLB and the Title Company.
- h. **Governmental Authorizations.** Prior to the Closing, NHP, and its agents, representatives, and designees shall have the right to pursue all necessary authorizations, including, without limitation, permits, registrations, licenses, and any other approvals necessary for the intended use of the Option Property, from all applicable governmental authorities on such terms and conditions, as NHP deems acceptable and at NHP's expense (collectively, "Governmental Authorizations"); and to the extent necessary in connection therewith, HLB will reasonably cooperate with NHP in NHP's efforts to obtain any necessary Governmental Authorizations, including without limitation by executing any applications, agreements, affidavits, or other documentation that requires HLB's signature or acknowledgment and by providing any information necessary for the processing of any Governmental Authorizations provided that HLB shall not be required to incur any expense in connection with such matters. The foregoing notwithstanding, NHP shall not file or record any documents in the public records of Harris County, Texas in connection with the Governmental Authorizations or the Option Property until after Closing, except as described in Section 13 below.

- i. Taxes and Assessments and Other Adjustments. HLB shall pay in full all taxes, general and special, against the Option Property, if any, which are due or have accrued up to the Closing Date, and NHP shall pay all such taxes and assessments and installments of unpaid special assessments becoming due or accruing from and after the Closing Date. In the event that the amount of any such tax or assessment for the year in which the Closing Date occurs cannot be determined, then as soon as taxes on the Option Property for the year of Closing are known HLB and NHP shall upon demand by either Party readjust the amount to be paid by each Party with the result that NHP pays only for taxes attributable to the period of time commencing with the Closing Date and HLB receives any adjustment for overpayment of taxes previously paid by HLB. Except as otherwise expressly set forth here in, any other items of revenue or expense shall be adjusted and prorated in the manner typically adjusted or prorated in connection with the conveyance of unimproved real property in Texas. This provision shall survive Closing.
- j. Closing. The closing of the conveyance of the Option Property (the "Closing") will take place in the offices of Title Company on a mutually agreeable date and time no later than sixty (60) days after Option Exercise Date. The date on which Closing actually occurs shall be referred to herein as the "Closing Date".

At Closing, HLB shall deliver to NHP and Title Company the following (collectively, the "Seller's Closing Documents"):

- i. The Deed conveying the Option Property to NHP;
- ii. An Affidavit of Non-Foreign Status of HLB;
- iii. Such statutory notices, authorizing resolutions and other documents (such as commercially reasonable affidavits) as may be required by the Title Company in order for the Title Company to issue the Title Policy; and
- iv. Such other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby.

At Closing, NHP shall deliver to HLB and Title Company the following:

- i. Purchase Price;
- ii. Original executed counterpart of the Deed;
- iii. Such statutory notices, authorizing resolutions and other documents as are typically provided in connection with the conveyance of unimproved real property in Texas or as may be reasonably required to consummate the transaction contemplated hereby or as may be required by the Title Company in order for the Title Company to issue the Title Policy.

At Closing, (x) HLB shall pay the cost of its attorneys' fees (if any), and (y) NHP shall pay the cost of its attorneys' fees (if any) and all other costs of Closing including, without

limitation, the escrow fees of Title Company, the premiums for the Title Policy and all endorsements thereto, the recording fees for the Deed and the costs of its inspections and the Survey.

- k. **Funding Commitment.** As a condition precedent to each party's obligation to close under this Agreement, NHP shall have received approval from either the Texas Department of Housing and Community Affairs of housing tax credits for the Project or (ii) a funding commitment from another governmental agency; and in either case provided HLB with written evidence of such approval or commitment ; provided however, HLB in its sole discretion may waive this requirement.
- l. **Funding.** As a further condition precedent to each party's obligation to close under this Agreement, NHP shall have received and provided HLB with written evidence of the Financing Commitments sufficient to pay the costs of developing the Project.

6. Representations and Warranties of HLB.

- i. HLB represents and warrants to NHP the accuracy of the following statements as of the Effective Date hereof and the date of Closing.
 - ii. HLB is a non-profit local government corporation that is duly organized and validly existing and in good standing under the laws of the State of Texas.
 - iii. HLB has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the conveyance of the Option Property in the event that NHP exercises the Option hereunder.
 - iv. HLB is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.
 - v. This Agreement is, and (when executed and delivered to NHP at the Closing) the Deed will be, a valid and binding obligation of HLB, enforceable against HLB by NHP in accordance with its terms, except in each case to the extent limited by application of general principles of equity and by bankruptcy, insolvency, debtor relief, and similar laws of general application affecting the enforcement of contractual rights and obligations and such laws as are applicable to governmental entities.
 - vi. To the actual current knowledge of the President of HLB without any independent investigation (and without any personal liability on the part of such individual) of HLB without the duty of investigation or inquiry, there is no pending or threatened claim, cause of action, proceeding, or other litigation involving the Option Property (including but not limited to eminent domain, takings or condemnation of any portion of the Option Property or violations of applicable law) or HLB to the extent that same, if decided adversely to HLB would result in a lien against, or be binding upon the owner of, the Option Property from and after the Closing Date.
- b. NHP represents and warrants to HLB the accuracy of the following statements as of the Effective Date hereof and the date of Closing.
 - i. NHP is a non-profit corporation that is duly organized and validly existing and in good standing under the laws of the State of Delaware.
 - ii. NHP has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the closing of the Option Property in the event that HLB exercises the Option hereunder.

- iii. NHP is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code.
 - iv. This Agreement is a valid and binding obligation of NHP, enforceable against NHP by HLB in accordance with its terms, except in each case to the extent limited by application of general principles of equity and by bankruptcy, insolvency, debtor relief, and similar laws of general application affecting the enforcement of contractual rights and obligations and such laws as are applicable to governmental entities.
- c. The representations and warranties set forth in this Section 5 shall survive Closing for a period of one (1) year.

7. **LIMITED WARRANTY.** EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE SELLER'S CLOSING DOCUMENTS:

- a. THE OPTION PROPERTY IS BEING ACQUIRED “AS IS, WHERE IS, AND WITH ALL FAULTS;” AND
- b. HLB MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION, VALUE OR QUALITY OF ANY OF THE OPTION PROPERTY, OR THE USE OR SUITABILITY THEREOF FOR ANY INTENDED PURPOSE, OR THE ABSENCE OF ANY LATENT OR PATENT DEFECTS THERE IN, OR THE WORKMANSHIP THEREOF, OR THE EXISTENCE, COMPLIANCE WITH OR SUFFICIENCY OF ANY LICENSES HELD OR REQUIRED IN CONNECTION WITH THE OWNERSHIP, USE OR OPERATION THEREOF, OR WITH RESPECT TO THE STATUS, ASSIGNABILITY OR RIGHTS UNDER ANY CONTRACT, LICENSE OR ANY OTHER MATTERS, OR THE RISKS THAT MIGHT BE ENCOUNTERED IN THE OPERATION THEREOF.

THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY THE PARTIES HERETO AFTER DUE CONSIDERATION AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, OR THE DEED ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE OPTION PROPERTY AND RIGHTS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT, OR OTHERWISE. NHP HAS BEEN, OR WILL BE GIVEN UNDER THIS AGREEMENT THE OPPORTUNITY TO PERFORM THE DUE DILIGENCE IT DEEMS NECESSARY IN ORDER TO MAKE AN INFORMED DECISION AS TO WHETHER TO CONSUMMATE THE TRANSACTIONS DESCRIBED HEREIN. THE TERMS AND PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE CLOSING OF THIS AGREEMENT.

8. **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given (except as otherwise provided herein) when received if (i) delivered by hand, (ii) deposited with a widely recognized national overnight courier service, or (iii) transmitted by electronic mail (provided that a copy of such notice is subsequently delivered within one (1) business day by one of the methods described in clauses

(i) or (ii) above), and in each case addressed to each Party at its address set forth below:

If to HLB: Houston Land Bank
P.O. Box 131106
Houston, Texas 77219
Attn: Christa Stoneham
Email: cstoneham@houstonlandbank.org

With copy to: K. Gregory Erwin
Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002
Email: gerwin@winstead.com

If to NHP: The NHP Foundation, Inc.
122 East 42nd Street, Ste. 3500
New York, New York 10168
Attn: Neal Drobenare
Email: ndrobenare@nhpfoundation.org

With copy to: Shackelford, Bowen, McKinley & Norton, LLP
9201 N. Central Expressway, Fourth Floor
Dallas, Texas 75231
Attn: Michelle Snedden
Email: msnedden@shackelford.law

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. Either Party may from time to time change its notice address hereunder, upon written notice to the other Party. Notice tendered by counsel to one of the Parties hereto shall be deemed notice from the applicable Party itself.

9. **NHP's Remedies.** In the event of any material breach of or default under this Agreement or any of the terms and provisions hereof by HLB, NHP'S sole remedies shall be to: (i) demand specific performance of HLB'S obligation to close under this Agreement, provided that (A) NHP delivered the Option Notice (B) NHP is not in breach or default of its obligations under this Agreement, and (C) all conditions precedent to HLB's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit HLB's liability for breaches under Section 6 of this Agreement, which shall be limited to NHP's actual damages for any breach thereof.

10. **HLB's Remedies.** In the event of any material breach of or default under the this Agreement or any of the terms or provisions hereof by NHP, HLB'S sole remedies shall be to: (i) demand specific performance of NHP's obligation to close under this Agreement, provided that (A) NHP has delivered the Option Notice, (B) HLB is not in breach or default of its obligations under this Agreement, and (C) all conditions precedent to NHP's obligation to close under this Agreement have been satisfied or waived in writing; or (ii) terminate this Agreement. The foregoing shall not limit NHP's liability for breaches under Section 6 of this Agreement, which

shall be limited to HLB's actual damages for any breach thereof.

11. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon HLB and NHP and their respective representatives, successors and assigns, and shall run with the land.

12. **Assignments.** NHP shall not be entitled to assign this Agreement or any rights hereunder without the prior written consent of HLB; provided that without HLB's consent, NHP shall have the right to assign this Agreement to an Affiliate of NHP formed for the purpose of taking title to the Option Property, and upon such assignment, the assignee shall assume in writing all of NHP's rights and obligations under this Agreement. NHP shall be released and discharged from its obligations under this Agreement only after (i) a fully-executed copy of any such assignment and assumption is provided to HLB, and (ii) evidence reasonably satisfactory to HLB that such assignee is in fact an Affiliate of NHP and that the Financing Commitments inure to the benefit of such assignee. As used in this Section 11, the term "Affiliate" shall mean an entity that controls, is controlled by or is under common control with NHP.

13. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.

14. **Recording.** The Parties agree that this Agreement will not be recorded in the public records of Harris County, Texas; provided, however, that the parties agree to (a) execute and deliver a memorandum of this Agreement and a termination of memorandum of this Agreement on the Effective Date, each in recordable form and otherwise in form reasonably acceptable to the parties hereto, (b) have the memorandum of this Agreement recorded at NHP's sole cost and expense on or promptly after the Effective Date, and (c) deposit the termination of memorandum of this Agreement with Title Company to hold in escrow until the earlier to occur of (i) either (A) the Outside Option Exercise Date if NHP has not delivered the Option Notice prior to such date, or (B) any early termination of this Agreement, in either of which cases the termination shall be recorded, or (ii) the Closing Date, in which case the termination shall be destroyed by Title Company and be of no further force or effect.

15. **Attorneys' Fees.** In the event either Party brings suit to construe or enforce the terms hereof, or raises this Agreement as a defense in a suit brought by another party, the prevailing party as determined by the court is entitled to recover its attorneys' fees and expenses.

16. **Counterparts.** The Parties acknowledge and agree that this Agreement may be executed by original or scanned signatures in any number of counterpart original instruments, all of which taken together shall constitute one fully executed Agreement.

17. **Timing.** Time is of the essence. If any day on which an event is scheduled to occur under this Agreement falls on a Saturday or Sunday or legal holiday, the time period for such event shall be automatically extended until the next business day.

18. **Severability.** All of the terms, covenants or conditions contained in this Agreement shall be construed together, but if it shall at any time be held that any one of said terms, covenants or conditions or any part thereof, is invalid or for any reason becomes unenforceable, no other terms, covenants, or conditions or any part thereof shall be thereby affected or impaired.

19. **Brokers.** HLB and NHP each represent and warrant to the other that, no real estate brokerage commission is payable to any person or entity in connection with the transaction contemplated hereby, and each agrees, to the extent allowed by law, to hold the other harmless against the payment of any commission to any other person or entity claiming by, through or under such party.

20. **Statutory Notices.** HLB hereby gives and NHP hereby acknowledges the following notices and disclosures regarding the Option Property and agrees to execute related documents on or before Closing at the request of HLB or Title Company:

- a. **Statutory District Notice:** If the Option Property is situated in a utility or other statutorily created district providing water, sewer, drain age, or flood control facilities and services, Chapter 49, Texas Water Code, requires HLB to deliver and NHP to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district. The Option Property is situated in the Third Ward, Houston, Harris County, Texas.
- b. **Tide Water:** If the Option Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in this Agreement.
- c. **Public Improvement Districts:** If the Option Property is in a public improvement district, §5.014, Property Code, requires HLB to notify NHP as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Failure to pay the assessments could result in a lien on and the foreclosure of the Option Property.
- d. **Additional Taxes:** The following disclosure is made for the purpose of complying with the provisions of Section 5.010(d) of the Texas Property Code:

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES


If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for the appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in use of the land. The taxable value of the land and the applicable method of appraisal for current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

[Remainder of page intentionally left blank; signature pages follow]

EXECUTED this the 17 day of October, 2023.

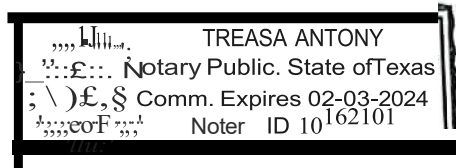
GRANTOR:

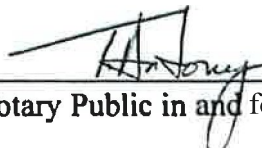
HOUSTON LAND BANK (formerly known as **LAND ASSEMBLY**)
REDEVELOPMENT AUTHORITY,
a Texas non-profit local government corporation

By: 
Christa Stoneham, CEO/President

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

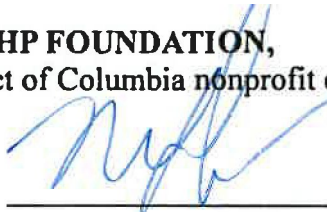
This instrument was acknowledged before me on this 17-th-day of October, 2023, by Christa Stoneham, CEO/President of THE NHP FOUNDATION, INC., a District of Columbia nonprofit corporation.




Notary Public in and for the State of Texas

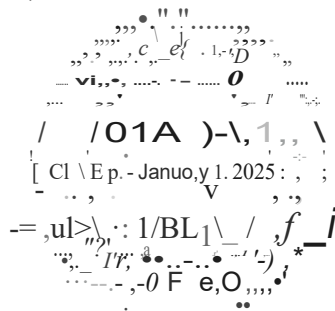
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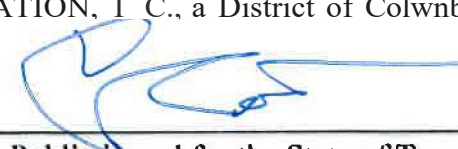
THE NHP FOUNDATION,
a District of Columbia nonprofit corporation

By: 
Neal Drobenare, S.V.P.

THE STATE OF TEXAS
COUNTY OF HARRIS

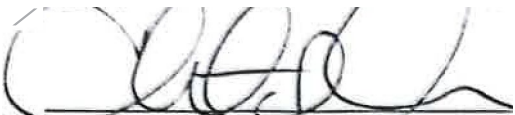
This instrument was acknowledged before me on this 17 day of October, 2023, by Neal Drobenare, S.V.P. of THE NHP FOUNDATION, INC., a District of Columbia nonprofit corporation.




Notary Public in and for the State of Texas

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By: 
Christa Stoneham, CEO/President

THE NHP FOUNDATION,
a District of Columbia nonprofit corporation

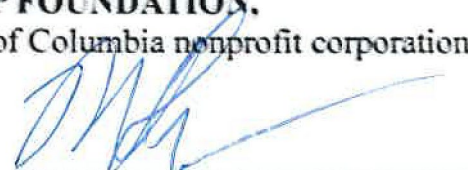
By: 
Neal Drobenare. **S.V.P.**

EXHIBIT A

Option Property

Map ID	Address	Parcel number	Legal Description	Property Owner
1	0 SAINT CHARLES ST. Houston TX 77004	1382230010001	LT 1 BLK 1, LINCOLN CENTURY	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
2	0 SAINT CHARLES ST. Houston TX 77004	1382230010002	LT 2 BLK1 LINCOLN CENTURY	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
3	0 SAINT CHARLES ST. Houston TX 77004	1382230010003	LT 3 BLK1 LINCOLN CENTURY	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
4		1367970010003	LT 3 BLK 1 LIVE OAK ESTATES	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
5	0 LIVE OAK ST HOUSTON TX 77004	1367970010002	LT 2 BLK 1 LIVE OAK ESTATES	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
6	0 LIVE OAK ST HOUSTON TX 77004	1367970010001	LT 1 BLK 1 LIVE OAK ESTATES	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY
7	2806 Live Oak St HOUSTON TX 77004	0190540010038	Lt 24 BLK 2 BINZ & SETTEGAST	LAND ASSEMBLAGE REDEVELOPMENT AUTHORITY



REQUEST FOR BOARD ACTION

Meeting Date: April 10, 2025

Agenda Item VII D: Consideration and Possible Action to Approve the Proposed Fiscal Year 2026 Preliminary Budget for Submittal to the City of Houston's Finance Department

Action Summary

Approval of this item will authorize HLB to submit the proposed preliminary budget for fiscal year 2026 to the City of Houston, as required by local government corporation regulations. Please note that this is not the final budget; the final budget will be presented for approval before the end of the current fiscal year on June 30th.

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.

The preliminary budget is based on historical costs and anticipated operational needs for the upcoming year. It includes administrative expenditure, such as staff salaries and essential operating expenses, as well as maintenance costs for HLB's real estate assets. The budget accounts for specific program activities and their associated costs, ensuring that financial planning aligns with the organization's goals and ongoing initiatives.

In February 2025, the HLB Finance Committee reviewed the staff-prepared preliminary budget proposal. Following their review, the committee approved a recommendation to present the fiscal year 2026 preliminary budget for board approval.

Key Budget Revision Areas

Highlights include:

- Total projected revenues are \$2,785,889.
- Total projected expenditures are \$3,159,577.
- Projected net loss is \$373,688
- Total projected capitalized expenditures: \$200,000 (for inventory predevelopment only)
- Total change in reserves is -\$573,688 (23% decrease).

The following pages include a budget summary by department, a comparison to the PY budget, and revision notes.

Board Action Request

The Board is requested to:

- Review and discuss the proposed preliminary budget.
- Approve the revised budget as presented.
- Authorize HLB to submit the proposed preliminary budget for fiscal year 2026 to the City of Houston.



**Houston Land Bank
FY2026 Preliminary Budget
Summary Notes**

Traditional Program

- **Round 9 Sales Projections**

- 40300 HLB Revenue – Increase: \$59,400
 - Budget projections for Round 9 sales include 16 lot dispositions, an increase from 12 lots being sold in Round 8 in FY2025.
- 62200 Property Disposition Cost – Increase: \$26,400
 - The disposition costs have been adjusted proportionally based on sale projections for Round 9.

- **Harris County ARPA Grant (New)**

- 40500 Outside Sources Contributions – Increase: \$223,761
- 60100-61500 Expenses – Increase: \$223,761
 - 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.
 - Due to the grant term overlapping two fiscal years, one-third of the grant (\$217,180) was allocated to the FY2025 budget, while the remaining two-thirds (\$440,941) will be allocated to the FY2026 budget.

New Home Development Program

- **NHDP Disposition Revisions**

- 40100 Acquisition and Development Agreement – Decrease: \$64,920
- 40200 Administrative Fees – Decrease: \$11,250
 - Budget projections for NHDP dispositions for the year include 15 lots, a decrease from 18 lot dispositions in FY2025.
- 62200 Property Disposition Cost – Decrease: \$19,920
 - The disposition costs have been adjusted proportionally based on disposition projections for FY2026.

Finding Home Program

- **Fannie Mae and HCLT Grants**

- 40500 Outside Sources Contributions – Decrease: \$126,400
- 60300 Professional Services – Decrease: \$141,340
 - In September 2024, HLB received a grant funding of \$395,000 from Fannie Mae HCLT to support the Finding Home Program. These grants have a term of one year.
 - Due to the grant term overlapping two fiscal years, one-third of the funding (\$260,700) was allocated to the FY2025 budget, while the remaining two-thirds (\$134,300) will be allocated to the FY2026 budget.

HLB Operations

- **Operations Agreement**

- 40400 Operations Agreement – No Change

- Budget projections reflect the latest funding request of \$750,000.
- 60100-61700 Expenses – Decrease: \$214,731
 - Budget projections include a decrease of \$98,289 due to the Harris County ARPA Grant, which will reallocate operational costs from Operations to the Traditional Program.
 - Additionally, the budget includes a general decrease of 9% or \$160,970 in operating costs. These include decreases in various operations costs, such as professional services, marketing, conferences and meetings, and travel.

Brownfield Grants

- **EPA Assessment Grant**

- 40500 Outside Sources Contributions – No Change
- 60300 Professional Services – No Change
 - 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.
 - Due to the grant term overlapping multiple fiscal years, one-fourth of the grant will be allocated to the FY2026 budget.

- **EPA Cleanup Grant**

- 40500 Outside Sources Contributions – No Change
- 60300 Professional Services – No Change
 - 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.
 - Due to the grant term overlapping multiple fiscal years, one-fourth of the grant will be allocated to the FY2026 budget.

Houston Land Bank
Budget Summary by Department
Preliminary FY2026

	HLB				Brownfield	
	Traditional	A&D NHDP	Finding Home	Operational	Grants	Total
Revenue						
40100 Acquisition and Development Agreement	\$ -	\$ 324,600	\$ -	\$ -	\$ -	\$ 324,600
40200 Administrative Fees	-	56,250	-	-	-	56,250
40300 HLB Program Revenue	237,598	-	-	-	-	237,598
40400 Operations Agreement	-	-	-	750,000	-	750,000
40500 Outside Sources Contributions	440,941	-	134,300	5,000	737,200	1,317,441
70100 Interest Income	-	-	-	100,000	-	100,000
Total Revenue	678,539	380,850	134,300	855,000	737,200	2,785,889
Expense						
60100 Salaries and Fringe	\$ 49,361	\$ -	\$ -	\$ 1,009,530	\$ -	\$ 1,058,891
60200 Legal Fees	43,573	-	-	90,711	-	134,284
60300 Professional Services	323,635	-	123,080	52,457	715,325	1,214,497
60400 Property Cost - Lot Maintenance	23,155	-	-	348,845	-	372,000
60500 Software and Subscriptions	7,820	-	-	36,655	-	44,474
60600 Rent Expense	3,057	-	-	48,106	-	51,162
60700 Advertising and Marketing	643	-	-	1,857	-	2,500
60800 Bank Fees	-	-	-	1,000	-	1,000
60900 Conference and Meetings	467	-	-	3,163	-	3,630
61000 Depreciation Expense	125	-	-	1,808	-	1,933
61100 Filing Fees	32	-	-	468	-	500
61200 Insurance	2,549	-	-	37,089	-	39,638
61300 Membership and Dues	351	-	-	5,112	-	5,463
61400 Office Expense	710	-	-	8,330	-	9,040
61500 Phone and Internet	464	-	-	8,271	-	8,735
61600 Training and Development	-	-	-	130	-	130
61700 Travel Expense	500	-	-	6,000	-	6,500
62200 Property Cost Disposition - HLB Traditional	105,600	-	-	-	-	105,600
63200 Property Cost Disposition - NHDP	-	99,600	-	-	-	99,600
Total Expense	\$ 562,041	\$ 99,600	\$ 123,080	\$ 1,659,531	\$ 715,325	\$ 3,159,577
Net Income	\$ 116,498	\$ 281,250	\$ 11,220	\$ (804,531)	\$ 21,875	\$ (373,688)

Projected Beg. Fund Balance as of June 30, 2025: **\$ 2,471,128**

Fund Designations for FY2026:

General Operations	(1,659,531)
Program Operations (HLB TP, NHDP, Finding Home, Brownfield)	(1,500,046)
Program Revenue (HLB TP, NHDP, Finding Home, Operations, Brownfield)	2,785,889

Less (Capital Exp.) Lot Acquisition:	-
Less (Capital Exp.) Inventory Predevelopment:	(200,000)

FY2026 - Ending Fund Balance: **\$ 1,897,440**

Change in Fund Balance \$: **\$ (573,688)**

Change in Fund Balance %: **-23%**

Houston Land Bank
Budget Summary by Department

Approved Revised FY2025 Budget							Preliminary FY2026 Budget						
	HLB Traditional	A&D NHDP	Finding Home	Operational	Brownfield Grants	Total	HLB Traditional	A&D NHDP	Finding Home	Operational	Brownfield Grants	Total	Difference
Revenue													
40100 Acquisition and Development Agr	\$ -	\$ 389,520	\$ -	\$ -	\$ -	\$ 389,520	\$ -	\$ 324,600	\$ -	\$ -	\$ -	\$ 324,600	\$ (64,920)
40200 Administrative Fees	-	67,500	-	-	-	67,500	-	56,250	-	-	-	56,250	(11,250)
40300 HLB Program Revenue	178,199	-	-	-	-	178,199	237,598	-	-	-	-	237,598	59,400
40400 Operations Agreement	-	-	-	750,000	-	750,000	-	-	-	750,000	-	750,000	-
40500 Outside Sources Contributions	217,180	-	260,700	5,000	737,200	1,220,080	440,941	-	134,300	5,000	737,200	1,317,441	97,361
70100 Interest Income	-	-	-	100,000	-	100,000	-	-	-	100,000	-	100,000	-
Total Revenue	395,379	457,020	260,700	855,000	737,200	2,705,299	678,539	380,850	134,300	855,000	737,200	2,785,889	80,591
Expense													
60100 Salaries and Fringe	\$ 24,312	\$ -	\$ -	\$ 1,034,579	\$ -	\$ 1,058,891	\$ 49,361	\$ -	\$ -	\$ 1,009,530	\$ -	\$ 1,058,891	\$ -
60200 Legal Fees	29,073	-	-	115,425	-	144,498	43,573	-	-	90,711	-	134,284	(10,214)
60300 Professional Services	159,402	-	264,420	163,865	715,325	1,303,012	323,635	-	123,080	52,457	715,325	1,214,497	(88,516)
60400 Property Cost - Lot Maintenance	11,405	-	-	360,595	-	372,000	23,155	-	-	348,845	-	372,000	-
60500 Software and Subscriptions	3,851	-	-	38,073	-	41,924	7,820	-	-	36,655	-	44,474	2,550
60600 Rent Expense	1,505	-	-	49,657	-	51,162	3,057	-	-	48,106	-	51,162	-
60700 Advertising and Marketing	317	-	-	4,683	-	5,000	643	-	-	1,857	-	2,500	(2,500)
60800 Bank Fees	-	-	-	25,000	-	25,000	-	-	-	1,000	-	1,000	(24,000)
60900 Conference and Meetings	230	-	-	7,030	-	7,260	467	-	-	3,163	-	3,630	(3,630)
61000 Depreciation Expense	61	-	-	1,872	-	1,933	125	-	-	1,808	-	1,933	-
61100 Filing Fees	16	-	-	484	-	500	32	-	-	468	-	500	-
61200 Insurance	1,256	-	-	38,383	-	39,638	2,549	-	-	37,089	-	39,638	-
61300 Membership and Dues	173	-	-	5,290	-	5,463	351	-	-	5,112	-	5,463	-
61400 Office Expense	350	-	-	8,690	-	9,040	710	-	-	8,330	-	9,040	-
61500 Phone and Internet	229	-	-	8,506	-	8,735	464	-	-	8,271	-	8,735	-
61600 Training and Development	-	-	-	130	-	130	-	-	-	130	-	130	-
61700 Travel Expense	500	-	-	12,000	-	12,500	500	-	-	6,000	-	6,500	(6,000)
62200 Property Cost Disposition - HLB T	79,200	-	-	-	-	79,200	105,600	-	-	-	-	105,600	26,400
63200 Property Cost Disposition - NHDP	-	119,520	-	-	-	119,520	-	99,600	-	-	-	99,600	(19,920)
Total Expense	\$ 311,880	\$ 119,520	\$ 264,420	\$ 1,874,262	\$ 715,325	\$ 3,285,407	\$ 562,041	\$ 99,600	\$ 123,080	\$ 1,659,531	\$ 715,325	\$ 3,159,577	\$ (125,830)
Net Income	\$ 83,499	\$ 337,500	\$ (3,720)	\$ (1,019,262)	\$ 21,875	\$ (580,108)	\$ 116,498	\$ 281,250	\$ 11,220	\$ (804,531)	\$ 21,875	\$ (373,688)	\$ 206,421
Projected Beg. Fund Balance as of June 30, 2024:						\$ 3,251,236	Projected Beg. Fund Balance as of June 30, 2025:						\$ 2,471,128
Fund Designataions for FY2025:							Fund Designataions for FY2026:						
General Operations						(1,874,262)	General Operations						(1,659,531)
Program Operations (HLB TP, NHDP, Finding Home, Brownfield)						(1,411,145)	Program Operations (HLB TP, NHDP, Finding Home, Brownfield)						(1,500,046)
Program Revenue (HLB TP, NHDP, Finding Home, Operations, Br						2,705,299	Program Revenue (HLB TP, NHDP, Finding Home, Operations, Brownfield)						2,785,889
Less (Capital Exp.) Lot Acquisition:						-	Less (Capital Exp.) Lot Acquisition:						-
Less (Capital Exp.) Inventory Predevelopment:						(200,000)	Less (Capital Exp.) Inventory Predevelopment:						(200,000)
FY2025 - Ending Fund Balance:						\$ 2,471,128	FY2026 - Ending Fund Balance:						\$ 1,897,440
Change in Fund Balance \$:						\$ (780,108)	Change in Fund Balance \$:						\$ (573,688)
Change in Fund Balance %:						-24%	Change in Fund Balance %:						-23%



REQUEST FOR BOARD ACTION

Meeting Date: April 10, 2025

Agenda Item VII e: Consideration and Possible Action to Approve the 2025 Program Guidelines for the Houston Land Bank Traditional Builder Program.

ACTION SUMMARY

Approval of this item will revise the HLB Traditional Program Guidelines as reviewed by the READ and Executive Committees to include a revised Home Sales Price Framework, add Builder Categories, add Lot Designations, and revise the HLB Neighborhood Advisory Committee (NAC) and HLB staff approved homebuilder proposal scoring rubric.

BACKGROUND/OVERVIEW

The HLB Traditional Program Guidelines establish the development guidelines, instructions, and parameters for HLB-approved builders developing affordable homes under the Traditional Program. HLB staff has proposed a series of adjustments, including minor edits that do not alter the guidelines' substance.

However, three substantial revisions have been introduced:

1. **Home Sales Price Framework** – The guidelines now include an updated Home Sales Price Framework, which defines three price ranges along with corresponding construction specifications. The specific pricing and construction requirements are detailed in the *Traditional Homebuyer Program Guidelines*.
2. **Builder Categories & Lot Designations**—The new builder categories and definitions have been incorporated to clarify the various specialties and required qualifications for each builder category. Additionally, a breakdown of lot designations has been added to specify which builder categories are eligible to purchase certain lots.
3. **Proposal Scoring Rubric** – Updates have been made to the HLB Neighborhood Advisory Committee (NAC) and HLB staff-approved homebuilder proposal scoring rubric to refine the evaluation process.

The proposed changes have been reviewed and approved by both the **READ Committee and Executive Committee**. Should the HLB Board of Directors approve this item, Traditional Program Guidelines updates will be published and implemented.



HOUSTON LAND BANK
TRADITIONAL HOMEBUYER PROGRAM GUIDELINES
Last Revised and Reviewed by Board of Directors April 2025

I. INTRODUCTION AND AUTHORITY

The objective of the Houston Land Bank Traditional Homebuyer Program (Program) is to support the City of Houston's goal of making quality affordable homes available to low and moderate-income homebuyers. The Houston Land Bank (HLB) accomplishes this by transforming vacant land to new homes as quickly as possible and providing lots for Homebuilders at below market prices to develop affordable housing; in exchange the Houston Land Bank requires Homebuilders to sell the newly constructed homes at or below a capped price to income-eligible homebuyers.

These guidelines will govern the implementation of this program. The staff of the HLB will administer the program in accordance with its customary policies and procedures set by the Board of Directors of HLB, and City of Houston Code of Ordinances. The President and CEO (President) or a Designee will have approval authority for administrative matters related to the Houston Land Bank Traditional Homebuyer Program and may delegate said authority by authorization of the Board of Directors.

II. DEFINITIONS

"Approved Homebuilders": A homebuilder that has successfully qualified through the annual Houston Land Bank Builder Request for Qualifications in at least one of the builder categories outlined in the guidelines.

"Committee": Houston Land Bank Real Estate and Development Committee (READ Committee).

"Commercial Lots": Lots used or designated as land with commercial purposes, such as, but not limited to industrial, office or retail designations.

"Consolidated Lots": a minimum of two lots adjacent or replated lots that will be grouped and sold together

"Contract": HLB contract with Approved Homebuilder for the development of Affordable Housing on a lot purchased through the Program.

"Established Homebuilder": an experienced builder who has successfully completed at least 10 "ground up" single-family residential construction projects. These builders will be eligible to purchase twelve (12) lots in each round but can have no more than twenty-four (24) total at one time.

“Fair market value”: the market value of a lot as determined by an appraisal.

“Fortified Home”: a voluntary construction and re-roofing Program designed to strengthen homes and commercial buildings against specific types of severe weather such as high winds, hail, hurricanes and even tornadoes.

“Guidelines”: the Houston Land Bank Traditional Homebuyer Program Guidelines (Guidelines).

“Income Eligible Homebuyers”: a homebuyer whose income has been certified by the Housing and Community Development Department at or below 120% of the Area Median Income as determined by HUD (AMI).

“Hold Lot”: each Approved Homebuilder may have up to one additional lot put on hold once they reach their maximum number of lots if an application has been submitted for a lot during lot sales and they are the successful bidder. The Approved Homebuilder may not close on their Hold Lot until one of their current lots reaches 80% of the construction phase.

“Lot”: HLB lot made available for sale to an Approved Homebuilder through the Program. Please note that each HCAD is considered an HLB lot for purposes of submitting proposals to purchase, and only one home can be built on each HLB Lot unless multiple are approved during the lot sale process.

“Lot Designation”: classification of the lots based on its intended use, and it determines who can purchase and develop it.

“Small Lot”: Scattered lots below 4,999 sqft

“Minimum Standards”: minimum quality standards, construction timelines and financial requirements as outlined in Section II Aiii.

“Standard Lot”: None contiguous that are between 5,000 sqft – 7,000 sqft

“Master Community Builder”: A procured builder/developer with the capacity to develop multi-lot or large –scale residential projects in any given geographical location with a proven track record of completed clusters of single-family homes. Experience of more than seven years with the applying company and at least one (1) completed mid to large-scale “ground up” residential project (25+ units or a combination of residential/commercial/infrastructure development)

“Maximum Sales Price”: means the maximum amount for which an Approved Builder is authorized to sell their home to an Income Eligible Homebuyer under the Guidelines.

“Neighborhood Commercial or Community Facility Builder”: means the Capacity to build smaller-scale commercial development or community facilities and be responsive to community needs and plans. Builder can bid on 4 commercial or consolidated lots per round, awarded 2 per round, and cannot own more than 6 at a time.

“Non- Traditional Builder”: means the Capacity and demonstrated experience building with alternative building methods that differ from mainstream residential or commercial construction. Including but not limited to using natural building materials, environmental sustainability designs, modular building techniques, or construction of manufactured or “tiny homes.” Builder can bid on 8 per round, awarded 4 per round, and cannot own more than 6

at a time.

“Rehab/Reconstruction”: services-means Capacity and demonstrated experience in rehabbing/reconstructing single-family and multi-family homes. Builder can bid on 8 per round, awarded 4 per round, and cannot own more than 6 at a time.

“Start-Up Builder”: means start-up builders who have proven and/or documented construction experience but little or no experience with selling their products to “income qualified” buyers. Assumptions are these builders can effectively oversee and manage the entire construction process from design, permit, and daily construction operations through the issuance of Certificate of Compliance from the City of Houston with some guidance/coaching but may need assistance and guidance in navigating the various components of sales processes necessary to sell to income-eligible homebuyers. Start Up Builder’s applying entity will be required to demonstrate experience of at least (3) three “ground up” single family residential construction projects or of comparable size and scope. If “Start-Up Builder” is a new entity or partnership one of the managing partners, responsible for construction operations, will be required to clearly demonstrate the same required experience. These builders will be eligible to purchase up to four (4) lots in each round but can have no more than eight (8) total at one time.

III. LOT SALES

Approved Homebuilders will be eligible to purchase lots through the Program subject to restrictions as outlined in the Guidelines.

A. Lot Designations

- i. Standard Lots- Excludes Rehab/Reconstruction Builders
- ii. Consolidated Lots- Limited to Master Community Builders Must align with HLB development guidelines. Excluded from Holds
- iii. Commercial Lots-Limited to Neighborhood Commercial or Community Facility Builder
- iv. Small Lots- Excludes Rehab/Reconstruction Builders. Must utilize HLB Finding Home Fortified Home Plans or equivalent.

B. Lot Prices

Lots for purchase through the Program will be made available to Approved Homebuilders at a minimum bid price of the lot’s Fair Market Value (FMV). The minimum bid price of each lot will be based on comparable neighborhood or submarket FMVs, its construction readiness, and marketability for proposed single-family residential use.

C. Builder Lot Selection

To purchase a lot through the Program, Approved Homebuilders will be required to submit a proposal for the lot they would like to purchase; the proposal will be submitted online along with backup material which includes:

- i. Construction Financing Commitment
- ii. Proof of Ownership and Officers of Corporation, Corporate Entity

Documents

- iii. Proposed floorplan
 - Builder/Developer floorplan of each level with dimensions and accessibility radius where applicable
 - Finding Home/HLB Floorplan; name of selected floorplan to be utilized. All floorplans must meet fortified home building/ builder requirements as indicated in Finding Home catalog.
- iv. Exterior Elevations, w/ named exterior finishes
- v. Minimum Building Standards Checklist (submitted on template form)
- vi. Construction Proforma with proposed maximum home sales price to the income-qualified homebuyer and proposed maximum lot bid price
- vii. Acknowledged commitment to commence and complete build-out within the required HLB construction timelines.

D. Lot Selections

Approved Builders will be able to submit a proposal for each lot available for sale but will be limited to a total number of lots that they may be awarded in each round based on the builder category.

- i. Master Community Builder
 - Bid on 4 consolidated lots at a time
 - Only awarded 2 consolidated lots per round
- ii. Established Builder
 - Bid on 16 lots
 - Awarded max of 12 lots
 - Can have no more than 24 at a time
- iii. Start-Up Builder
 - Bid on 8 lots at a time
 - Awarded Max of 4 Lots
 - Can have no more than 8 lots at a time
- iv. Non- Traditional Builder
 - Bid on 8 lots at a time
 - Awarded Max of 4 Lots
 - Can have no more than 6 lots at a time
- v. Rehab/Reconstruction services
 - Bid on 8 lots at a time
 - Awarded Max of 4 Lots
 - Can have no more than 6 lots at a time
- vi. Neighborhood Commercial or Community Facility Builder
 - Bid on 4 commercial lots at a time
 - Only awarded 2 commercial lots per round

E. Hold Lot

Approved Homebuilders may be issued a Hold Lot from a previous round of lot sales if they were the successful bidder and have reached their maximum amount of lots. The Approved Builder may not close on their Hold Lot until at least one of their current lots under construction have reached 80% completion of construction. Upon notification that the Approved Builder has been awarded a Hold Lot, the Approved Builder must close on the Hold Lot before purchasing another lot.

F. Required Acknowledgements

Approved Homebuilders will submit each proposal with a signed acknowledgment of having read the Houston Land Bank Traditional Homebuyer Program and Contract Terms and Conditions.

G. Unexpected Development Delays

There may be certain circumstances where an Approved Homebuilder runs into a significant development delay that is beyond their control, such as something that is demonstrable and related to the condition of the lot that was unknown at the time of purchase from HLB, which may cause an unexpected interruption in the construction timeline of the home. HLB and the READ Committee will evaluate each circumstance on a case-by-case basis and provide a timeline extension. In addition, READ may determine if the Approved Homebuilder may be allowed to purchase an additional lot to help prevent any homebuyer losses currently under contract, or substantial revenue deficiencies. The authorization to purchase the additional lot will supersede any current caps on the maximum amount of lots allowed to the Approved Homebuilder in each category and will be based on their experience and capacity to develop the additional lot.

However, delays not subject to extenuating and/or unforeseen circumstances beyond an Approved Builders control will be subject to HLB acting on their Repurchase Rights outlined in Article 3.05 of the Lot Agreement. The Deed provides for various repurchase options in favor of HLB if Approved Builder (i) fails to commence construction of a Residence prior to the Construction Commencement Date, (ii) fails to complete construction of a Residence within 7 days after the Construction Completion Date, or (iii) attempts to sell or convey the Lot prior to commencement of construction of a Residence. The repurchase price under items (i) and (iii) is the Lot Purchase Price paid for such Lot less any unpaid taxes and assessed Monetary Damages. The repurchase price under item (ii) is the Lot Purchase Price paid for the Lot plus certain construction costs as verified and approved by HLB in writing, less any unpaid taxes and assessed Monetary Damages.

H. Approved Homebuilder Proposal Scoring and Selection Process

The top three proposals submitted by Approved Homebuilders (meeting minimum standards outlined in these Guidelines) will be determined by the lowest proposed sales price per square foot of living space of the home. HLB staff will evaluate proposals to ensure they meet minimum standards of the Program (as outlined in these Guidelines). The top three proposals of the lowest sales price per square foot meeting minimum standards will be reviewed by the HLB Staff and assigned a maximum of 100 points based on:

- i. Neighborhood Design Appropriateness (Whether design fits with neighborhood); 20 points
- ii. Home Design in addition to the Minimum Standards (Features that increase quality of life, home efficiency, and lower long term maintenance cost for the homebuyer); 50 points
- iii. Builder Bid Price. 25 points

I. Unexpected Development Delays

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- i. Neighborhood Design Appropriateness (Whether design fits with neighborhood); 20 points
- ii. Home Design in addition to the Minimum Standards (Features that increase quality of life, home efficiency, and lower long term maintenance cost for the homebuyer); 50 points
- iii. Builder Bid Price. 25 points

- iv. Track Record (Demonstrated ability to advance the sale of a home to a qualified homebuyer in this Program). 5 points

The top scorer will be recommended to the Houston Land Bank Board's READ Committee for approval. Once approved by the READ Committee, the recommendation will be sent to the HLB Board of Directors for consideration. Upon approval by the HLB Board of Directors, the Approved Homebuilder will be notified that they are eligible to purchase the lot from the HLB and will:

- i. Sign a contract for purchase and development of the lot.
- ii. Pay earnest money for the purchase of the lot; and
- iii. At closing, record a Deed of Trust to Secure Performance in favor of the Houston Land Bank, which is forgiven at the satisfactory closing to an income qualified homebuyer. HLB otherwise will be able to recover damages if the Approved Homebuilder fails to perform according to the Houston Land Bank Traditional Homebuyer Program Guidelines and Contract Terms and Conditions.

II. BUILDER REQUIREMENTS & RESTRICTIONS

A. Minimum Standards and Plan Specifications

Approved Homebuilders participating in this program will be required to meet minimum standards for quality, construction timelines, and construction financing as outlined in the Guidelines and approved by the READ Committee:

- i. Meet or Exceed the Minimum Quality Standards for residential construction for the applicable Tier as outlined in the attached "Exhibit A."
- ii. Meet or Exceed Construction timelines as outlined in the Contract Term sheet.
- iii. Meet Construction Financing Requirements as outlined below:
 - a. Construction Financing letter of commitment from a lender in the amount of the total cost of construction or a bank account statement evidencing said amount.
 - b. In lieu of a Commitment Letter, a Builder may secure a performance bond in the amount of the total cost of construction.

Plans and specifications and any modifications for each home after the initial award must be approved by the READ Committee.

Digital copies Final City of Houston Permitted Plans along with related COH Project Numbers will be submitted immediately upon receipt. to HLB as record of final 'Approved' plans and specifications for that contract per COH Final Approval. Failure to submit these documents in a timely manner and/or upon HLB request may result in penalties per Sect.VI

B. Minimum ADA Compliance Requirements:

The Houston Land believes in providing housing options to allow our residents to age in place. The main requirement for an ADA-compliant bathroom and kitchen/common area is accessibility for those who might encounter difficulty moving around. The Americans with Disabilities Act is a civil rights law that protects the equal rights of persons with disability to accessible features.

The main entrance door, at least one bathroom, and the common area/kitchen must be ADA compliant for single-family homes.

C. Construction Site and Contractor Standards

Approved Homebuilders and their subcontractors participating in the Program will be required to maintain adequate insurance as outlined in the Contract Terms throughout the entire term of construction.

Approved Homebuilders and their subcontractors participating in the Program will be required to maintain a construction site that does not adversely affect neighbors and exhibits HLB's good neighbor values.

D. Construction Deadlines

Approved Homebuilders selected to purchase a lot will be required to adhere to the proposed construction timeline or be subject to penalties which may include liquidated damages as determined by the READ Committee. An Approved Homebuilder unable to meet the proposed construction timeline must submit a request for adjustments to the proposed timeline detailing:

- i. Barriers preventing the adherence to the construction timeline (must be beyond the Approved Homebuilder's ability to control); and
- ii. Proposed new timeline (must be limited to a window of time that is necessary to resolve the expressed barrier).

The Houston Land Bank READ Committee will review staff recommendations and requests, then note an adjustment to the construction timeline for the Approved Homebuilder in their file.

E. HLB Neighborhood Advisory Committee, and Marketing

The Houston Land Bank neighborhood advisory committee will consult, advise, and score a maximum of 20 points for all builder submissions. The committee shall advise on:

- i. Scale, Façade, floor plan, and materials (0-10 pts)
- ii. Equitable Housing Practices (0-5 pts)
- iii. Neighborhood Characteristic (0-5 pts)

Approved Homebuilders participating in the Program will be required to provide notice to property owners on the street block where new home construction is being proposed via site signage.

One notification sign is required facing the street by which the home's front door is facing.

- i. include builder's name, contact information (*e.g. monitored website, email address and phone number*)
- ii. indicate Houston Land Bank as a partner with HLB's logo and website
- iii. be a minimum size of 60x30 with lettering legible from the street
stay erected no less than 21 days prior to home closing (*please inquire with HLB if an example of a sign is needed*)

F. Construction Progress Reports and Audits

Approved Homebuilders will be required to submit monthly online updates into HLB's property management system reporting the progress of construction of a new home on the lot purchased through the Program. This requirement must be completed on or before the first business day of each month. If there is no progress from the previous month or are no updates, Approved Homebuilders will be required to report a "No Change in Status" report. Construction progress reports submitted by Approved Homebuilders will be subject to monthly review and HLB staff reserves the right to perform more detailed Quality Assurance/Quality Control (QA/QC) inspections on any and all homes built under the Program. If there are discrepancies with the Construction Progress Reports submitted by Homebuilders and the HLB QA/QC inspections, Homebuilders may be required to submit clarification to the READ Committee. Multiple and/or consecutive "No Change in Status" reports or multiple and/or consecutive discrepancies in Homebuilder provided reports and QA/QC inspections may be subject to penalties as outlined in Section VI(b) of the Guidelines. Approved Homebuilders failing to submit the required construction progress reports will be subject to penalties as outlined in Section VI(b) of the Guidelines.

G. Homebuyer Eligibility

Approved Homebuilders must sell homes developed on lots purchased through the Program to homebuyers whose incomes are at or below 120% of the Area Median Income, unless otherwise stated in the Lot Sale advertisement/listing and assure that the homebuyer has taken a homebuyer education class of at least 8 hours (and received a certificate) and has a valid mortgage pre approval letter.

Eligible homebuyers must be income certified by the City of Houston Housing and Community Development Department. As of July 2021: This process begins by emailing info@houstonlandbank.org with the subject line: HLB Traditional Program Income Certification Request so that a Homebuyer Assistance Program (HAP) number can be requested. Once a HAP number is provided for the homebuyer, they may submit all required documentation via an online portal on the City of Houston Housing and Community Development Department (HCDD) website.

Approved Homebuilders must submit a copy of the homebuyer's Income

Certification and Homebuyer Education Certificate to HLB before closing with the homebuyer in order to be approved for closing. Approved Homebuilders failing to do so will be subject to penalties as outlined in Section VI of the Guidelines. *HLB may make updates to this process as those processes are revised by HCDD. Homebuilders are required to comply with any changes.*

Eligible Homebuyers, if applicable, may use any means to close on the home including Community Land Trust (CLT) programs and/or any other Homebuyer Down Payment Assistance benefits as a method for qualifying for the purchase of these homes.

H. Approved Homebuilder Eligibility Requirements

Approved Homebuilders must successfully be qualified through the annual Houston Land Bank Request for Qualifications in the builder categories outline in the guidelines. To maintain eligibility Approved Homebuilders must:

- i. Be current on all property taxes owed to taxing jurisdictions in Harris County and Federal Business or Personal Income Taxes;
- ii. Be in compliance with existing contracts with the HLB and its predecessor agency name Land Assemblage Redevelopment Authority; and
- iii. Not be currently assessed a P4 Violation-Program Suspension.

I. Program Prohibitions and Restrictions

Approved Homebuilders participating in the Program shall be prohibited from reselling a lot purchased from the HLB to anyone not approved by the READ Committee.

Approved Homebuilders participating in the Program shall be prohibited from reassigning ownership of a lot purchased from HLB to anyone not approved by the READ Committee.

Approved Homebuilders participating in the Program shall be prohibited from deviating from the sales contract with regard to the City of Houston Approved constructions plans, modifying the final sales price to homebuyer, or re-plating or subdividing lot(s) purchased from HLB without the written approval and/or consent from the READ Committee, or the HLB Board of Directors, or both.

Violations of this subsection could result in the assessment of penalties outlined in Section VI of these guidelines.

IV. Home Sales Price Framework

The current HLB Board of Directors approved New Homes Sales Price Framework is as follows:

- i. Traditional Scattered Lots-
 - 1. Three Approved Price Categories – LOW, MED, HI
 - a. Tier I Construction Standards/LOW Price Category = \$145,000 - \$195,000
 - b. Tier II Construction Standards/MED Price Category = \$195,000 - \$255,000-
 - c. Tier III Construction Standards/HI Price Category= \$255,000 - \$315,000
- ii. Consolidated Lots (No HOA)-
 - 1. Minimum Tier II Construction Standards
 - a. Max \$315,000
 - 2. Small Lots
 - a. Max \$270,000

Each home built by an Approved Homebuilder shall be sold at the individually contracted sales price based on the submitted plans and proforma during the lot sale process, unless a price increase request is approved.

V. Contract Amendments

Price Increase Requests

Approved Builders currently under contract may request a Sales Price increase from their contractually obligated Sales Price. ALL requests for Sales Price Increases must submit the following supporting information to be considered for review:

- i. Builder Request Form
- ii. Old Proforma
- iii. New Proforma – with statement as to where costs have increased and why?
- iv. Invoices/Quotes to evidence additional or increased cost
- v. Summary of request including amount of increase requested, reasons for the request, and other remedies or potential resolutions the Builder has exhausted

Plan/Specification Requests

Each Approved Builder currently under contract who wishes to request approval for a significant construction plan and/or construction specification change must submit

the following supporting information to be considered for review:

- i. Builder Request Form – summarizing the change, reasons for the change, and any impact on construction timeline or Sales Price.
- ii. Old Plans
- iii. New Plans
- iv. Site Plan

Once submitted, the plans/specifications change request will be reviewed by the READ Committee and if approved, will be communicated to the Approved Builder. The new plans/specs will be noted and saved within the Approved Builder's file.

VI. DEFAULT AND REMEDIES

Generally

Failure of an Approved Homebuilder to meet the terms and conditions of the Contract and or any provision of the Guidelines will subject such Approved Homebuilder to penalties and possible recapture action.

Penalties may be assessed to an Approved Homebuilder by HLB staff with approval of the READ Committee.

- i. Specific Violations
 - 1. Failure to notify community
 - 2. Failure to submit timely reports
 - 3. Failure to maintain proper construction site standards
 - 4. Failure to adhere to construction timeline
 - 5. Failure to build to approved plans and specifications
 - 6. Multiple citations
 - 7. Unauthorized assignment of ownership
 - 8. Failure to complete construction.

Penalties

- a. P1: Point Deductions (Affects future lot selection)
- b. P2: Monetary Damages (Secured by Deed of Trust to Secure Performance)
- c. P3: Lot Revocation (Approved Homebuilder may forfeit lot for violation of certain Program Guidelines and Contract Terms and Conditions)
- d. P4: Program Suspension (Approved Homebuilder barred from future participation in HLB Home Development Program for a period of one year)

VII. COMPLAINTS AND APPEALS PROCESS

HLB has developed a complaint and appeals process, for both homebuyers and Approved Homebuilders.

Homebuyers seeking to file a complaint against an Approved Homebuilder may submit the complaint in writing and send to: or mail to:

Houston Land Bank
P.O. Box 2549
Houston, TX 77252

Homebuyer complaints will be reviewed by HLB staff to determine what actions, if necessary, are to be taken. Approved Homebuilders found to be in violation of the terms of the contract and or the guidelines will be notified within three business days of such determination and shall be given three business days to respond with a plan to remedy the violation. Approved Homebuilders failing to remedy the violation shall be subject to penalties outlined in Section VI of the Guidelines. Approved Homebuilders seeking to file a complaint shall do so in accordance with the terms and conditions of the contract.

III. REGULATORY CONSIDERATIONS

Fair Housing Act

The federal Fair Housing Act prohibits discrimination in all housing transactions based on race, color, national origin, sex, religion, handicap, or familial status (having children under the age of 18). Homebuyers that feel they have been discriminated against can contact:

U.S. Department of Housing & Urban Development – Fair Housing & Equal Opportunity

Discrimination inquiries and/or complaints
800-669-9777 (Voice)
1-800-927-9275 (TTY)
HUD Local 713-718-3199
(Ask for a FHEO) www.hud.gov/offices/fheo

OR

Texas Workforce Commission

Civil Rights Division
1-888-452-4778 (Voice)
1-800-735-2989 (TTY)

EXHIBIT A

MINIMUM RESIDENTIAL CONSTRUCTION STANDARDS AND SPECIFICATIONS

TIER I, TIER II, TIER III

TIER I = (750 – 1100 conditioned SF), at least 2bd/1bth, NO GARAGE 1yr warranty, Central HVAC 16 SEER, vinyl double paned low E glass windows, at least R – 19 in walls R – 30 in ceiling insulation, appliances = New & all to be of same MFG stove/cooktop, built in microwave , garbage disposal, dishwasher, kitchen and bathroom counter tops to be of water resistant material, if material is porous and requires sealant- sealant shall be applied

TIER II = (1100 - 1400 conditioned SF), at least 3 bd/2bth, 1 car/carport, 1-3 yr warranty, central HVAC 18 SEER, vinyl double paned low E glass windows, at least R-19 in walls R – 30 in ceiling insulation , appliances = New & all to be of same MFG stove/cooktop, built in microwave, garage disposal, dishwasher, kitchen and bathroom counter tops to be of granite or comparable materials

TIER III = (1401+ conditioned SF), greater than 3 bd/2bth, 2 car garage, 3+ yr warranty, central HVAC 20 SEER, vinyl double paned low E glass argon gas filled windows, R – 19 in walls R – 30 in ceiling insulation , appliances = New & all to be of same MFG stove/cooktop, built in microwave, garbage disposal, dishwasher kitchen and bathroom counter tops to be of granite or comparable materials

MINIMUM RESIDENTIAL CONSTRUCTION STANDARDS & SPECIFICATIONS

Return your completed excel files to info@houstonlandbank.org Houston Land Bank
Revised: April 2025

Terminal Objective: To construct a single-family home under the new Tier Structure and Framework subject to COH approved plans,subject to sealed engineered plans as required, and subject to the specifications detailed below.

Name of Builder:	
Offer Submission Date:	
List All Plan numbers and Names that apply	
List Sq footages of all Plans that apply	

If any conflicts between any specifications listed or detailed below and project relevant COH permit approved Engineered or Sealed Plans and Notes/Details exist, Then the relevant permit approved Engineered or Sealed Plans and specifications or construction notes will govern. If no Engineered or Sealed Plans or Notes/Details exist or apply, these specifications will be the MINIMUM construction standard or requirement.

1 Sitework	Standard Met
<p>a. <u>Site Clearing</u>: All trees/structures within 3 linear feet of building footprint have been removed & hauled away</p> <p>b. <u>Site Drainage</u>: Final grade for positive drainage per minimum COH Code Enforcement standards--drain to ROW not crossing property lines--to include NO PONDING or STANDING WATER, after 24hrs of rain event, within 2 linear feet of any slab on grade nor ponding under house or in crawl spaces if pier & beam foundation. NO PONDING or STANDING WATER, after 24hrs of rain event, in/around walk or pathways to/from main front/back entrances of home</p> <p>c. <u>Drainage, Culverts, and Sidewalks</u>: as required/determined by site specific COH permitting standards per Structural and/or Civil Engineer sealed plans and notes/details.</p> <p>d. <u>Driveways</u>: as required/determined by site specific COH permitting standards, per structural engineer sealed plans and note details.</p> <p>i. Width: Per COH approved site plan or others related</p> <p>ii. Material: At least 3000 psi Concrete</p> <p>iii. Thickness: 6" at approach or in ROW, 4" at parking pad</p> <p>f. <u>Landscaping</u>: as required/determined by site specific COH permitting standards</p> <p>i. Sod on Yard--St. Augustine or comparable</p> <p>1. Coverage of entire yard</p> <p>ii. Decorative landscape package:</p> <p>1. Front: Minimum COH permit required trees & calipers plus decorative shrubs, bushes, and/or flowers. New mulch around all new trees and in all flower beds</p> <p>g. <u>Fencing</u>:</p> <p>i. Minimum 6' tall privacy wooden fence w/ treated or cedar lumber pickets and concrete set posts to enclose the backyard</p> <p>ii. At least (1) one access gate with ability to lock. Provide padlock and keys.</p>	
2 Foundation and Structure:	
<p>a. <u>Geotechnical and/or Soils Report</u>: Site specific geotechnical report REQUIRED for REQUIRED Sealed Structural Plans</p> <p>b. <u>Foundation and Structural Components</u>: REQUIRE design per sealed structural engineer plans AND per COH permitting requirements & approvals</p> <p>c. <u>Building Pad</u>: remove 18" existing soils within building footprint including 12" overburden, replace w/ 18" compacted select fill</p> <p>d. <u>Types of allowable foundations</u>: Slab on Grade & Pier-and-Beam, others by review & approval. Other foundation designs will REQUIRE a submission of related sealed structural and/or geotechnical engineered drawings and reports.</p> <p>i. <u>Slab on Grade</u>: at Least 3000 psi concrete, 6" slab, 1'x2' perimeter & interior beams, #4 rebar 18" OC, post tensioned, or per sealed structural engineered plans & specs</p> <p>ii. <u>Pier & Beam</u>: Pier design, depth, dimension, and number will REQUIRE geotechnical and structural sealed plans & notes. Beams/Subflooring by engineer design or minimum 6x10 wood beams 8' OC, 2x12 floor joists 18" OC, decking to be 1-1/2 " tongue and groove deck boards. Plywood, OSB, or comparable</p> <p>e. <u>Walls and/or Structural Framing & Windstorm design</u>: REQUIRE sealed/engineered plans and specifications</p> <p>f. <u>Off-Site built, Pre-Manufactured Structural Components, or Modular Structures</u>: TBD upon submittal of Sealed/Engineered Plans and Specifications</p>	
3 Exterior:	
<p>a. <u>Exterior Materials</u>: Siding to be Hardi, Cedar, Pine, Brick/Stone other comparable. Sealed and Painted to provide adequate weather protection to ensure exterior materials do not peel, flake, warp, or fade. Exterior materials to coincide w/ primary neighborhood conditions</p>	
<p>b. <u>Soffit Vents</u>: Continuous and of similar material as Exterior Siding Material. Hardi or other comparable</p>	

c. <u>Gutters and Downspouts</u> : Material to be aluminum or comparable AND as necessary to ensure Positive Drainage as detailed above in item 1B--Sitework to include splash blocks	
d. <u>Exterior Electrical</u> : (2) Two Exterior Grade electrical outlets. One at the front and One at back of the home. (3) exterior grade light fixtures. One at/near the front entrance and One at/near the back entrance. Provide exterior flood light fixture w/ motion detection at garage door. 1 outlet for garage door opener.	
d. <u>Exterior Plumbing</u> : (2) Two Hose bibs. One at the front and One at back of the home. Accessible plumbing cleanouts.	
f. <u>Roofing</u> : Underlayment to be 30 lb. Felt Paper or comparable, Shingle Material to be 30 yr. composition shingles, include proper ridge venting, all roofing boots or necessary roofing vents & covers. Paint all roof vents and piping to match exterior of home.	
g. <u>Wall Vapor Barrier</u> : TYVEK, 30 lb. Felt Paper or other comparable. Appropriate tape seal at all seams/joints.	
h. <u>Doors</u> : Hung plumb and square to be of Wood, Metal, or comparable approved material. Exterior doors will NOT be of hollow wood material. Interior thumb locked dead bolt in addition to typical door hardware.	
i. <u>Windows</u> : Energy efficient insulated single paned Low E rated glass. Vinyl or comparable frame. Frame colors to be relevant to final exterior colors	
j. <u>Garage doors</u> : Aluminum or comparable material with design or pattern. Door to be painted. Provide automatic garage door opener.	

4 Interior:

a. Finishes:	
i. Interior walls will be textured (orange peel, knock down, or comparable) and painted	
ii. Wet area FLOOR finishes (Kitchen, Bathrooms, Door Entries) will be of water-resistant materials (Ceramic tile, laminate, or comparable)	
iii. Wet area WALL finishes to be of water-resistant materials (ceramic tile, or comparable) and use NON-sanded grout if applicable	
iv. Door hardware finishes to be Kwikset, Schlage or comparable	
b. Wood trim interior:	
i. Baseboards at least 9/16" x 3 1/4" (Wood, MDF, or comparable)	
ii. Door Trim/Casing at least 1 1/16" x 2 1/4" (Wood, MDF, PVC or comparable)	
c. Cabinets and Countertops:	
i. Kitchen/Bathroom Cabinets: Prefabricated Hampton Bay or comparable (Stained or Painted)	
ii. Countertops: will be of water resistant material. If material is porous and requires sealant for water resistance, sealant shall be applied.	
d. Electrical	
i. Light fixtures in each room w/ corresponding switches. Exhaust fans and switches as required per plan & COH inspections at Minimum in each bathroom and utility room	
ii. Energy efficient lights bulbs REQUIRED Eco Smart 60w equivalent	
iii. Ceiling Fans in all bedrooms and in family room.	
iv. At least one Duplex Outlet on each wall with a MINIMUM spacing of receptacles at 12 linear feet.	
v. Pre-wired for security alarm	
vi. At least (1) one Phone Jack installed per house in a common area	
vii. TV Cable wiring in bedrooms and family room	
viii. Smoke and Carbon Monoxide detectors as required per COH permitting/inspection	
xiv. Electrical Receptacle Placement	
<u>Kitchen</u> – All receptacles (electrical outlets in a kitchen) should be GFCI-protected except for special circuits such as a refrigerator receptacle.	
<u>Kitchen</u> – GFCI receptacles shall be a minimum distance of 24 inches from a sink.	
<u>Bathroom</u> – All receptacles should be GFCI and at least 3 feet from Tub – Shower.	
All interior receptacles should be 12 inches above finish floor.	
<u>Garage</u> – All receptacles should be 18 inches or more above the finish floor.	
<u>Standard Light Switch Height and location</u> – The bottom of the switch box should be located 48 inches above the finish floor and on the strike side of the door.	
e. Plumbing	
i. Water Supply Piping per COH permit requirements and approval but at least copper, PVC, or comparable	
ii. Wastewater or Sanitary Lines per COH permit requirements and approvals but at least PVC or comparable	
iii. Washer/Dryer connections side by side or stackable per approved plan	
iii. Gas AND Electric connections as needed	
iii. Ice Maker Waterline Hookup	
iv. Water heater: at least 50/70 gallon or comparable supply	
v. Fixtures: American Standard or comparable	
f. Equipment	
i. Kitchen: Gas or Electric, range or cooktop & oven	
ii. Microwave: Built in, over range, or other comparable	
iii. Kitchen exhaust and/or ventilation	
iv. Dishwasher	
v. Garbage Disposal	
g. Minimum ADA Compliance Requirements	
i. Accessible Means of Egress and Routes:	
• Main entrance must be at least 36 inches wide with 36 inches of clearance at the strike side of the door.	
• Hallways must accommodate a wheelchair.	
ii. Bathroom	
• Bathroom sink must be at minimum 34 inches above the finished floor.	
• Clear floor space: minimum diameter of a wheelchair turning radius is 60 inches. Must be a whole 60 inches of clearance for easy turning of the average wheelchair.	
• Toilet/water closet must be at minimum 60 inch turning radius with its flush lever located on the open side. The center of the toilet must be between 16 to 18 inches of space from the side wall, and the toilet seat must be at least 17 to 19 inches above the finished floor.	
iii. Kitchen/Common Area	
• Clear floor space minimum diameter of a wheelchair turning circle is 60 inches. There must be a whole 60 inches of clearance for easy turning of the average wheelchair between obstructions.	

5 Energy Efficiency:

a. HVAC: Gas or Electrical Central Heat/AC.	
i. AC min 3-ton 16 SEER split system up to 1500 SF home. If larger than 1500 SF home add 0.5 ton per 250 SF.	
ii. HEAT min 70,000 btu up to 1500 SF home. If larger than 1500 SF add 50 btu's per SF	
iii. Install 'lockable' security cage around exterior condensing unit. Provide padlock and key	
c. Insulation:	
i. Wall at least R-19 (rolled or batt)	
ii. Attic or Ceiling at least R-30 value (if blown in at Least 12" thick)	
f. Energy Star IS REQUIRED:	
g. Programmable Thermostat	
h. Foam sealant at foundation sill plate, around doors, windows, & j-boxes	
i. Caulking or continuous seal at all trim, molding, joints to ensure no gaps	



REQUEST FOR BOARD ACTION

Meeting Date: April 10, 2025

Agenda Item VII.f.: Consideration and Possible Action to Approve The highest three scoring company submissions under the Houston Land Bank Request for Qualifications (RFQ) for Communications and Marketing Support Services, originally Issued on January 03, 2025, and Reissued on January 31, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to enter into Communication and Marketing Service contracts with the three highest-scoring company submissions under the Houston Land Bank RFQ for Communications and Marketing Support Services, originally issued on January 03, 2025 and Reissued on January 31, 2025. This action is necessary to facilitate the current and future communication and marketing needs of HLB.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

HLB issued an RFQ on January 03, 2025, for marketing, communications, event planning, and community engagement; after an additional needs assessment was completed internally, it was determined that the RFQ needed to be revised to better align with the organizational needs. The RFQ was revised to clarify and describe the needs more accurately, and it was reissued on January 31, 2025. As a result of the RFQ, thirteen submissions were received. An HLB procurement panel of three staff was created to review and evaluate the top three submissions, which all received a 95% or better. The evaluation criteria were based on the posted RFQ (see attached).

After review and evaluation of the submissions, the following is a breakdown of the points received out of a possible one hundred (100). The three highest-scoring submissions are the companies that HLB is requesting board action to contract with.

Company	Score	
Allison McFarlane Inc	96.00	Successful Bidder
Arete Public Affairs	87.67	
Big Oak Tree Media	94.67	
Creative AF Muze Marketing & Management	78.33	
Five and Two Marketing LLC	100.00	Successful Bidder
Innovating Marketing Group	94.67	
Love Chain Productions	47.00	
Medley Inc	100.00	Successful Bidder
Outreach Strategists, LLC	88.00	
Spixel Media	0.00	
TCF Professional Services, LLC	86.33	
The Ty Robinson Real Estate Group	89.00	

Wautashi Construction

0.00

Should the Board of Directors approve this item, HLB will enter into service contracts with Allison McFarlane, Inc., Five and Two Marketing LLC, and Medley, Inc. for a term of two years, with one-renewal option of one year.



REQUEST FOR QUALIFICATIONS (RFQ)

RE-ISSUED: COMMUNICATIONS AND MARKETING SUPPORT SERVICES FOR HOUSTON LAND BANK

Opening Date: January 3, 2025

Re-issued Date: January 31, 2025

Close Date: February 21, 2025

Responses Due to the [HLB Intake Form](#)

No Later than 5 p.m. Central on Friday, February 21, 2025.

1. Purpose

The Houston Land Bank (HLB) invites qualified firms or individuals to submit their qualifications to provide comprehensive communications and marketing support services. It is the strategic goal of HLB to broadcast its message to a broader audience, using various media channels to inform prospective homebuyers about eligibility requirements, available programs, and the steps to qualify for and purchase affordable homes. By leveraging television, radio, and print media, HLB seeks to raise awareness and engage with a wide-spread audience, ensuring that more individuals and families are aware of their affordable housing options. This expanded outreach ensures that homebuyers are informed and supported at every step of the process, ultimately increasing participation in HLB's programs and improving access to homeownership for underserved communities.

The selected firms will advance HLB's mission to return vacant, abandoned, or damaged properties to productive use, with a focus on affordable housing development and community revitalization. HLB expects to select approximately three firms. Selection is not a guarantee of work; work is based on project availability and funding.

The original RFQ was posted on January 03 2025, this re-issued version removes initial requested services under Event Planning & Management and Community Engagement & Meeting Facilitation.

2. Scope of Services

HLB seeks firms with proven experience to perform the following services:

- 1. Communications and Marketing Assessment**
 - Conduct an audit of existing external communications, advertising, and marketing efforts.
 - Identify HLB's key messages, target audiences, and stakeholders.
- 2. Strategic Communications and Marketing Plan**
 - Develop a comprehensive communications strategy for promoting HLB's programs and initiatives.
 - Align messaging, branding, and tone with HLB's mission and goals.
 - Establish actionable plans for earned, paid, and digital media outreach.
- 3. Outreach Tools, Advertising and Digital Media**
 - Create and implement advertising campaigns across print, broadcast, email, and social media.
 - Provide creative design and development for collateral materials (reports, ads, visual displays).
 - Develop creative, multilingual outreach tools, including flyers, fact sheets, newsletters, and social media content to promote events and programs.
 - Develop original, multilingual copy (English, Spanish, and other languages spoken in Houston's diverse communities).
- 4. Public Relations and Crisis Communications**
 - Build and pitch media stories, press releases, fact sheets, and press conferences.
 - Develop and implement crisis communication protocols and on-call support.
 - Strengthen relationships with community partners, media outlets, and local stakeholders.
- 5. Digital Content Creation and Strategy**
 - Develop engaging content for social media, web, and email platforms.
 - Implement a targeted social media strategy across Facebook, Twitter, LinkedIn, and Instagram.
 - Design templates for graphics, reels, and digital media assets.
- 6. Capacity-Building and Reporting**
 - Train HLB in-house staff to implement communications strategies.
 - Participate in bi-weekly meetings to track progress and provide reports.

3. Submission Requirements

Qualified firms must submit the following:

- 1. Statement of Qualifications**
 - Firm's background, experience, and capabilities.
 - Resumes or bios for key team members assigned to this engagement.
- 2. Relevant Experience**
 - Case studies of past work with public-sector or non-profit organizations.
 - Examples of strategic communications plans, PR campaigns, and event management.
- 3. References**
 - Contact information for three (3) recent clients.
- 4. Fee Schedule**
 - Outline hourly rates and estimated costs for key services.

4. Evaluation Criteria

Submissions will be evaluated based on:

1. Relevant Experience and Qualifications (30 points)

- Demonstrated experience in providing communications, marketing, and community engagement services for public sector, non-profit, or community redevelopment initiatives.
- Proven experience working with diverse, multilingual, and underserved communities.
- Quality and relevance of past projects, including case studies and examples of successful outcomes.
- Qualifications of key personnel, including facilitators, communication specialists, and engagement coordinators.

Scoring Guide:

- Excellent: 25–30 points
- Good: 18–24 points
- Average: 10–17 points
- Below Average: 0–9 points

2. Proposed Approach and Methodology (30 points)

- Comprehensive and innovative approach to fulfilling the scope of services, including strategic communications, meeting facilitation, and community engagement.
- Thoughtful integration of equitable outreach practices to reach multilingual and marginalized populations.
- Clear methodology for planning and facilitating workshops, public meetings, and digital engagement strategies.
- Use of creative tools and techniques for outreach, feedback collection, and stakeholder reporting.

Scoring Guide:

- Excellent: 25–30 points
 - Good: 18–24 points
 - Average: 10–17 points
 - Below Average: 0–9 points
-

3. Creativity and Accessibility of Tools (20 points)

- Development of creative and accessible outreach tools, such as event flyers, social media content, multilingual materials, and digital engagement platforms.
- Demonstrated ability to make content user-friendly and impactful for diverse audiences.
- Integration of innovative digital strategies (e.g., online surveys, webinars, and interactive tools) to expand participation and feedback opportunities.

Scoring Guide:

- Excellent: 17–20 points
 - Good: 13–16 points
 - Average: 8–12 points
 - Below Average: 0–7 points
-

4. Cost Proposal and Value (20 points)

- Cost-effectiveness of the proposed fee schedule relative to the scope of work.
- Clarity and transparency of pricing structure, including hourly rates, project costs, and deliverables.



- Alignment of costs with the firm's experience, qualifications, and proposed approach.

Scoring Guide:

- Excellent: 17–20 points
- Good: 13–16 points
- Average: 8–12 points
- Below Average: 0–7 points

Summary of Scoring

Category	Points
Relevant Experience and Qualifications	30
Proposed Approach and Methodology	30
Creativity and Accessibility of Tools	20
Cost Proposal and Value	20
Total	100

5. Submission Instructions

- **Deadline:** February 21, 2025, at 5:00 PM CST
- **Submission Method:** Submit qualifications and pay \$100 application fee via the [HLB Intake Form](#) by 5 p.m. Central time on February 21, 2025. Submissions received and paid before the re-issue of this RFQ, will not need to re-submit another application fee. Additionally, revisions if needed, may be submitted by the deadline of February 21, 2025.

6. Questions and Clarifications

The deadline for all inquiries or questions regarding this RFQ has been extended due to the re-issue of this RFQ. All questions or inquiries must be submitted in writing to procurements@houstonlandbank.org by **February 13, 2025**. Responses will be posted publicly on the [HLB website](#).





REQUEST FOR BOARD ACTION

Meeting Date: April 10, 2025

Agenda Item VII.g.: Consideration and Possible Action to Approve Lorannette Group Compass Real Estate as the successful bidder under the Houston Land Bank Request for Qualifications (RFQ) for Market Analysis & Feasibility Services as issued on February 07, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to enter into a Market Analysis & Feasibility Service Contract with Lorannette Group Compass Real Estate company under the Houston Land Bank RFQ for Market Analysis & Feasibility issued on February 07, 2025 and Closed on March 07, 2025. This action is necessary to facilitate the review of market conditions and the highest and best use of sites as needed by HLB currently.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

HLB issued an RFQ on February 07, 2025, for Real Estate Market Analysis & Feasibility as HLB staff determined it was critical for its mission. As a result of the RFQ, two submissions were received. An HLB procurement panel of three staff was created to review and evaluate the submissions, the evaluation criteria were based on the posted RFQ (see attached).

After review and evaluation of the submissions, the following is a breakdown of the points received out of a possible one hundred (100). HLB is requesting board action to contract with Lorannette Group Compass Real Estate.

The Cole Group, LLC	Score : 70%	(unsuccessful bidder)
Lorannette Group Compass Real Estate	Score: 90%	(successful bidder)

Should the Board of Directors approve this item, HLB will enter into a service contract with Lorannette Group Compass Real Estate for a term of two years, with one-renewal option of one year.



Request for Qualifications for Market Analysis & Feasibility Services:

Issued: February 7, 2025

Submission Deadline: 5 p.m. Central time March 7, 2025

HLB Intake Form

Late or incomplete responses will not be considered.

Questions regarding this procurement solicitation are due to procurements@houstonlandbank.org **no later than 5 p.m. Central time February 7, 2025.**

All questions will be answered in writing and posted at houstonlandbank.org/resources under the Procurements tab.

Submissions should be emailed to procurements@houstonlandbank.org.

Overview

The Houston Land Bank (HLB) is a government corporation seeking to add consultant expertise for redevelopment and revitalization projects in Houston. HLB promotes workforce development, community development, economic development, and affordable housing through our land inventory throughout the communities we serve. We acquire vacant, deteriorated, and often contaminated properties and turn them into productive use. In addition, HLB encourages and supports resilient planning and development efforts that create affordable housing units, provide economic opportunity, and encourage community-centric redevelopment in various Houston sub-markets.

HLB adopts a holistic approach that considers the community's and other stakeholders' needs and aspirations, achieving success through innovative practices that expand the organization's capacity to serve our community. HLB seeks to create an ecosystem of resilient neighborhoods and districts where all individuals have the opportunity to thrive. Our community partners supplement our community-focused approach, which requires empathy and understanding of disinvested neighborhoods' unique challenges and opportunities. Additionally, HLBs align with the goals and objectives of the City of Houston's Complete Communities Plans, which center around a healthy, economically thriving, equitable, and sustainable Houston for everyone. HLB will also work with these partners to create specific program and policy solutions to address development needs in pilot and future neighborhoods and advance public trust and community partnerships.

HLB is seeking consultants with areas of expertise in **Market Analysis & Feasibility Services**.

Scopes of Work & Evaluation Criteria

Market Analysis & Feasibility Services: HLB acquisitions and development projects require a review of market conditions and the highest and best use of sites. Houston Land Bank must define and understand this project's financial feasibility parameters or 'levers' to create a Master Development Plan. Accurate and unbiased data collection and analysis to ascertain the viability of a proposed project, identify impediments, and provide customers with the information they need to make the right choices. A thorough understanding of the current marketplace and its constraints related to affordable housing goals & requirements is a key first step to defining the financial viability of this project.

Housing Market Analysis

- Analyze current and historical trends in housing prices, inventory, sales, and rental volume to identify demand sale and rental volume for single and multifamily housing, including vacancy levels, supply, demand, absorption, and shifts in pricing around the subject property.
- Analyze population, demographic, and psychographic trends around the subject property, such as the number of households, incomes, age, ethnicity, tenure, migration, and other characteristics to estimate the number of potential renters or buyers.
- Develop competitive analyses that compare the potential residential use of the subject property to completed properties in the market to identify strengths, weaknesses, and opportunities.
- Identify the target market the development should target, such as young professionals, young families, empty-nesters, or retirees, considering their needs, lifestyle preferences to determine what type of units would be most suitable for a development.
- Determine and report the number, sizes, amenities, and mix of units the subject property can accommodate, and are most suitable for the target market and the neighborhood.
- Recommend project development phasing based on the anticipated quarterly and annual supply, demand, and absorption.

Commercial Real Estate Analysis

- Gather data on current and historical commercial real estate market trends, including pricing, vacancy rates, supply, demand, absorption rates, demographic, and economic information. And highlight trends in demand for retail, office, hotel, and industrial properties in the respective trade area, submarket, and region.
- Develop demand and gap analysis for potential uses of commercial spaces developed in properties, including community facilities, education facilities,
- grocery and food-based services/retail, and the amount and types of small

neighborhood-based retail.

- Evaluate properties to determine their value, risks, and potential for commercial uses. Identify likely industries or potential tenants for commercial spaces built in HLB developed properties.
- Evaluate and analyze the physical characteristics of existing buildings, such as location, size, layout, condition, and cost to determine potential for adaptive reuse.
- Prepare reports that summarize the key findings and provide recommendations on the recommended square footage of commercial space a new development could support.

Feasibility Analysis

- Assess the demand for the type of property in the target market, evaluate competitive properties, and identify market trends, using a self-prepared or HLB supplied market study.
- Develop pro-forma analyses to identify total development costs, primary financing mechanisms, and related timelines for implementation including projected hard and soft costs, net operating income, operating reserves, debt service, internal rate of return (IRR), and returns on investment (ROI).
- Provide an analysis of various funding sources and tools to achieve the needed development and develop sources and uses tables.
- Develop realistic and implementable real estate solutions to achieve the planning vision. Develop a project plan that outlines the proposed project scope, timeline, budget, marketing, and financing strategies.
- Identify potential partners and stakeholders for the project, such as investors, lenders, nonprofits, government entities, and community groups.
- Prepare feasibility reports that summarize the findings of the analysis, including risks and recommendations.

Fiscal Impact Analysis

- Perform cost/benefit analysis of a potential project in a TIRZ (Tax Increment Redevelopment Zone), MUD (Municipal Utility District), or PID (Property Improvement District). including estimating the direct and indirect costs of the project, as well as any potential benefits, such as increased tax revenue or job creation.
- Model the potential impact of a real estate development project on the economy
- Using economic models, the fiscal impact analysis will project how the proposed project or policy will affect the overall economy. This includes estimating changes in economic growth, employment, and tax revenue.
- Analyze the fiscal impact of the proposed project's taxable value, identifying any potential long-term impacts on City revenue and finances.
- Summarize and present the findings of the fiscal impact analysis to the community, City leadership, organizations, and other stakeholders.

Evaluation Criteria	Total Score (100)
Ability to determine if the project is feasible based on market conditions and project goals and lay out development (plans) options that are feasible and/or available for this site. Ability to draw conclusions and provide recommendations on market conditions and project goals to inform options that are feasible and/or available for this site.	30
<p>Ability to make recommendations of appropriate mix of housing types, AMI or income ranges, and home sales prices of both market and subsidized homes.</p> <p>Ability to make recommendations of appropriate mix of development solutions.</p> <p>Demonstrated ability to provide feasibility studies, market studies, or economic impact analyses are based on sound research, reliable data, and careful analyses.</p>	30
Demonstration of other potentially financially feasible development options or plans. Ability to conduct a feasibility study and market analysis to determine and recommend the appropriate and financially feasible mix of BOTH affordability ranges served and actual market/subsidized unit mix or count. Feasibility Studies, Market Studies, and Economic Impact Analyses are based on sound research, reliable data, and careful analyses.	25
Relevant Project Experience, References, and certifications	15

EVALUATION CRITERIA FOR QUALIFICATION OF FIRMS/TEAMS:

HLB intends to select firms based on high scores, based on HLB's need for a deep and diverse pool of service providers.

Process and Schedule

TIMELINE (subject to change):

- RFQ Open- February 7, 2025
- Deadline for submitting questions- February 25, 2025
- RFQ Responses Due- March 7, 2025
- Notification to Qualified Firms- April 2025

Required Submission Materials

Complete submission and the \$100 non-refundable application fee are required to be considered. Please organize your submission as indicated below and submit qualifications via the [HLB Intake App](#) no later than 5 p.m. Central time March 7, 2025. Late or incomplete responses will not be considered.

- 1) Cover letter with an introduction, identification of the person(s) authorized to propose and execute agreements on behalf of the firm with contact information for each.
- 2) Executive summary of the firm approach to tasks and subtasks.
- 3) Recent & demonstrated experience in similar neighborhood contexts (up to five examples) that include;
 - a) Examples of projects with similar scope requests.
 - b) Experience with municipalities, nonprofits, public private partnerships, MUD, PID, TIRZ, or similar clients in comprehensive planning and implementation strategies.
 - c) Examples of thoughtful, innovative approaches to community engagement and developing an inclusive and equitable development strategy.
 - d) Examples of projects demonstrating experience in developing low to moderate or mixed-income communities.
 - e) Demonstration of team/personnel that represent the diversity of the neighborhoods served by Houston Land Bank.
 - f) Demonstration of meeting client needs in a timely, thoughtful, and thorough manner.
- 4) Personnel proposed for the project.
- 5) Bios of intended personnel to utilize.
- 6) Proposed fee and standard rate sheet.
 - a) Personnel Costs
 - b) Fringe Benefits
 - c) Indirect Costs
 - d) Travel and per Diem Costs
 - e) Supply, Material, and Equipment Costs
 - f) Subcontract Costs (if applicable)
 - g) Profit
- 7) 2-4 References- Include names and current phone numbers from recent work. Include a brief description of the projects associated with the reference, and the role of the individual.
- 8) Evidence of minimum required insurance coverage or ability to secure same (please see Exhibit B for insurance requirements – HLB will accept a written statement of insurance carried for purposes of this solicitation but will require proof of insurance before entering into any agreement or contract for services).
- 9) Any relevant certifications from the City of Houston or comparable public entities

EXHIBIT B INSURANCE REQUIREMENTS

The Contractor shall, at all times during the term of any Agreement or Contract with the Houston Land Bank, 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 Contractor. These requirements do not establish limits of the Contractor's liability.

- 1) All policies of insurance shall waive all rights of subrogation against the Houston Land Bank, its officers, employees, and agents.
- 2) Upon request, certified copies of original insurance policies shall be furnished to the Houston Land Bank.
- 3) The Houston Land Bank reserves the right to require additional insurance as it deems it necessary.
- 4) Contractor shall maintain at a minimum:
 - a) 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.
 - i. 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.
 - b) The Houston Land Bank 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.
 - c) Professional/Errors and Omissions Liability, One Million Dollars (\$1,000,000.00) Each Occurrence, One Million Dollars (\$1,000,000.00) Aggregate.
 - d) Workers' Compensation (with Waiver of subrogation to the Houston Land Bank) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project, and in accordance with Texas state law.
 - e) 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 Houston Land Bank shall be named as an "additional insured" on the automobile policy.
- 5) Proof of insurance with proof of waiver of subrogation and Houston Land Bank designated as an "additional insured" must be returned attached to final contract.

Tasks and deliverables

Once qualified firms are identified, HLB will consider this shortlist of qualified consultants and contractors in future development-related projects and tasks. HLB intends to enter project-specific contracts and terms as needed for specific geographic areas, guiding research questions or objectives, and location or neighborhood-specific goals as applicable. Qualification through this solicitation will be for two years. Selection into this pool does not guarantee projects, but qualified firms may enter task order

contracts more efficiently. There is an expectation that over the next two years, there will be several types of projects, including but not limited to:

1. Test-fit architectural and planning concepts for various parcels and neighborhoods to assess economic and market feasibility.
2. Creating site-specific program or policy solutions to address development needs in pilot projects and neighborhoods and advancing community partnerships.
3. Master developing large parcels or completing the predevelopment phase to hand off construction-ready projects to other master development teams.
4. Activating and transforming underutilized lots into functional and productive spaces that serve the local community's short-term or long-term needs.