



BOARD OF DIRECTORS REGULAR MEETING

June 12, 2025

Table of Contents

Agenda	Page 2
April 10, 2025, Meeting Minutes	Page 4
Financial Report	Page 12
Item V: Swearing-in and Oath of Office for Newly (C.J Eisenbarth Harger-Position Two & Thomas Simpson-Position Five) and Reappointed (David L. Collins, Sr.-Position One & Matt Zeis-Position Three and Board Chair) Houston Land Bank Directors.	Page 16
<u>Item VII a:</u> Consideration and Possible Action to Approve the Land Banking Interlocal Agreement between Harris County and the Houston Land Bank.	Page 24
<u>Item VII b:</u> Consideration and Possible Action to Accept and Acknowledge Subrecipient Agreement under the American Rescue Plan Act (ARPA) with Harris County.	Page 29
<u>Item VII c:</u> Consideration and Possible Action to Approve the Successful Bidders (Proedge Cleaning Services, Schliks Home & Commercial Services and Twins Construction & Home Repair Services, LLC) under the Request for Proposals for Cleaning Services re-issued April 14, 2025.	Page 106

Item VII d:

Page 111

Consideration and Possible Action to Adopt
the Houston Land Bank Proposed Fiscal Year 2026 Budget.

Item VII e:

Page 118

Consideration and Possible Action to Approve
Houston Land Bank's CEO to execute the agreement
to accept \$90,000.00 in grant funds from the Rockwell Fund, Inc.
for Rooted in Kashmere Gardens as described in the
April 23, 2025, proposal submitted by the Houston Land Bank.



BOARD OF DIRECTORS REGULAR MEETING
AGENDA

Thursday, June 12, 2025 – Noon Central Time

United Way of Greater Houston

50 Waugh Drive, Houston 77007

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 50 Waugh Drive, Houston, Texas 77007. 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, June 11, 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. April 10th, 2025 Board Meeting
- IV. Chairman's Greeting: Matt Zeis
- V. Swearing-in and Oath of Office for Newly (C.J Eisenbarth Harger-Position Two & Thomas Simpson-Position Five) and Reappointed (David L. Collins, Sr.-Position One & Matt Zeis-Position Three and Board Chair) Houston Land Bank Directors.
- 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: Francisco Castillo, Chair
 - e. Procurement and Oversight: Elaine Morales, 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 the Successful Bidders (Proedge Cleaning Services, Schliks Home & Commercial Services and Twins Construction & Home Repair Services , LLC) under the Request for Proposals for Cleaning Services re-issued April 14, 2025.
- d. Consideration and Possible Action to Adopt the Houston Land Bank Proposed Fiscal Year 2026 Budget.
- e. Consideration and Possible Action to Approve Houston Land Bank's CEO to execute the agreement to accept \$90,000.00 in grant funds from the Rockwell Fund, Inc. for Rooted in Kashmere Gardens as described in the April 23, 2025, proposal submitted by the Houston Land Bank.

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**

April 10, 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 the Sunnyside Multi-Service Center located at 4410 Reed Road, Classroom 2127, Houston, Texas, on Thursday, April 10, 2025 at 12:00 p.m. Written notice of the 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-Diaz	David Collins
Matt Zeis	Chrishelle Palay
Francisco Castillo	Marilyn Muguerza
Ge'Juan Cole	

Board directors absent were: Tonzaino Bailey, Janae Ladet and Dwantrina Russell. Others in attendance included: Christa Stoneham, Chief Executive Officer/President of the HLB; LaTosha Okoiron, in-house counsel and Compliance Manager; Isai Mendez, Finance Director for the HLB; Lindsey Williams, Director of Community Development for the HLB; Melanie Young, Director of Operations; Donesha Albrow, Program Manager for the HLB; Charles Keys, Asset and Disposition Manager for the HLB; LeKendra Drayton, Administrative Assistant for the HLB; 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 12:40 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. February 13, 2025 Board Meeting

Chairman Zeis then announced that the minutes for the February 13, 2025 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 February 13, 2025, which motion was duly seconded by Director Muguerza and passed with the unanimous vote of the Board.

IV. Chairman's Greeting: Matt Zeis

Chairman Zeis thanked everyone for attending today's meeting. Chairman Zeis then stated that he met with the City of Houston Housing Department to discuss the NHPD housing program which is selling 3 bedroom/2bath houses for \$300,000.00. Director Morales-Diaz asked if the NHDP considers the HLB as its acquisition arm.

V. 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 the HLB raised \$8,700,000.00 last year from grants, sponsors and banks and is currently working on 3-4 grant applications.

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 HLB Annual Report Presentation.

VI. Committee Reports:

a. Executive Committee: Matt Zeis, Chair

Chairman Zeis reported that the Executive Committee met the previous week to discuss Agenda Item E, the consideration and possible action to approve the 2025 program updates for the Houston Land Bank Traditional Buyer Program. The Committee discussed the proposed increase of lot sale price and the home sale price by \$50,000. The proposed increase is due to the increase in the cost of materials and labor for construction of affordable houses. Chairman Zeis then announced that Tonzaino Bailey submitted his resignation from the Board as he has taken a new employment position. Lastly, he mentioned that the Board will need to schedule a retreat to discuss Board

b. Finance Committee: Open, Chair

Chairman Zeis reported that the Finance Committee did not meet. He stated that Mr. Mendez circulated the updated budget information.

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

Lindsey Williams reported that the Partnership Committee did not meet in March, however the Committee is still actively reviewing the applications submitted for the Community Purpose Lots. The Committee is slated to begin discussions, agreements, and lot matching in May. Coordination with parties that are using the community lots has been initiated as well as sitewalk throughs. The Committee was able to get updates on the current use of the community lots aligning with the purpose of the Houston Land Bank initiative. Director Williams also announced the Finding Home initiative will hold a design scheme presentation to Neighborhood Advisory Committee on April 30, 2025. IBHS and Smart Home America will hold a presentation and training session for the HLB procured professionals on May 21, 2025. Ms. Williams mentioned that Dr. Laura Schaefer and Dr. James Elliott from Rice University attended the Juice and Justice meeting that was held on March 27, 2025, and shared information about the DLE funded project exploring placement of solar installations on urban Brownfields. Dr. Schaefer and Dr. Elliott are seeking a partnership with the HLB on upcoming work and grant applications. The theme of their project is Brownfields to Brightfields.

d. Real Estate Acquisition and Disposition Committee: Open, Chair

Donesha Albrow reported that the Real Estate Acquisition and Disposition Committee met March 26, 2025 to discuss requests submitted by an out of compliance builder who would like to use a new floor plan and proforma for modular homes. The Committee is reviewing the new construction cost submissions submitted by this home builder for more insight on the requested house sale price increases which are higher than the Traditional Home Builder guidelines. The Committee also updated the guidelines for home builders and the lot scoring rubric that will now be included in the home builder pamphlet upon Board approval.

Ms. Albrow reported that the READ Committee is also considering listing for sale the lots and houses that were not sold during the recent Round 8 Lot Sales. She stated that the READ Committee is actively looking into selling the replatted lots, three of which are located on Carver Road and six on Laura Koppe Road. She then noted that the Committee is in the process of negotiations with a realtor to acquire a lot in the Fifth Ward that is currently landlocked by other lots owned by the HLB. The Committee also discussed the status of the replats of 3 lots pending approval from the Board. She then mentioned that the READ Committee is currently negotiating with a local church to sell the HLB lot the church is currently using as a parking lot.

Lastly, Ms. Albrow reported that the READ Committee held a community meeting to review the survey results and receive feedback from the residents of the Fifth Ward community with regard to two site plans prepared by Perkins and Will.

e. Procurement and Oversight Committee: Elaine Morales-Diaz, Chair

Director Morales-Diaz reported that the Procurement and Oversight Committee met March 31, 2025 to discuss the submissions for the Community Marketing Support Services RFP that was issued earlier this year. There were thirteen submissions with Allison McFarlane Inc, Five and Two Marketing LLC, and Medley Inc being selected as the successful bidders. The Committee also discussed the RFQ for Market Analysis & Feasibility Services, with generated two

submissions. She noted that the Lorannette Group Compass Real Estate was selected as the successful bidder. For replat services, the Committee chose CGEA to prepare the plans.

Lastly, she reported that the Committee is currently working to revise the language in the draft for the EPA grant procurement in order to align with the new requirements, guidelines, and mandates for diversity, equity, and inclusion.

VII. Board Action Items

Chairman Zeis requested a motion be made to discuss and approve the Board Action Items out of order. Director Castillo made a motion to allow the Board to discuss and approve the Board Action Items out of order, which motion was seconded by Director Morales-Diaz and approved with the unanimous vote of the Board.

a. 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 lack of a quorum due to Director Castillo's employment with Harris County.

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

Chairman Zeis announced that this Agenda item will be tabled for lack of a quorum due to Director Castillo's employment 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.

Ms. Stoneham announced that this Agenda action item will authorize the HLB to extend and renew the current option to purchase agreement made between the Trinity East Village CDC/NHP Foundation and the Houston Land Bank with regard to senior housing. She noted that 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 at this time.

He noted that the Trinity East Village CDC held discussions with the leadership of the City's Housing and Community Development Department and Houston Land Bank with regard to earmarking these lots for affordable rental development and transferring the lots. The proposed development has received widespread support among Third Ward community groups and residents therein. 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 matter.

Director Collins made a motion to approve the one- year extension, which motion was duly seconded by Director Palay and approved with the unanimous vote of the Board.

d. Consideration and Possible Action to Approve the Preliminary FY2026 Houston Land Bank Fiscal Budget.

Chairman Zeis announced that this item will authorize the HLB to submit the proposed preliminary budget for Fiscal Year 2026 to the City of Houston, as required by local government corporation regulations.

The preliminary budget is based on historical costs and anticipated operational needs for the upcoming year. It includes administrative expenditures, 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.

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).
- Significant department revisions:
 - Traditional Program
 - Round 9 Sales: Net change: \$533,322.00
 - Harris County ARPA Grant: Net Change: \$447,522.00
 - New Home Development Program
 - NHDP Disposition Revisions: Net Change: -\$96,090.00
 - Finding Home Program
 - Fannie Mae and HCLT Grants: Net Change: \$267,740.00
 - Operations
 - Operations Agreement: Net Change: -\$214,731.00

Director Collins made a motion to approve the Fiscal Year 2026 budget revisions, which motion was duly seconded by Director Morales-Diaz and approved with the unanimous vote of the Board.

e. Consideration and Possible Action to Approve the 2025 program updates for the Houston Land Bank Traditional Builder Program.

Chairman Zeis announced that this item will revise the HLB Traditional Program Guidelines as reviewed and approved by the READ and Executive Committees to include a revised Home Sales Price Framework, add Builder Categories, add Lot Designations, revise the HLB Neighborhood Advisory Committee, and the HLB staff approved homebuilder proposal scoring rubric. As previously stated, the proposed price increase for lot sales is \$15,000.00 and the proposed increase for house sales price will be \$30,000.00.

The revisions are summarized as follows:

1. Home Sales Price Framework – The guidelines will now include an updated Home Sales Price Framework, which defines three price ranges along with corresponding construction specifications.
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.
3. Proposal Scoring Rubric – Updates have been made to the HLB Neighborhood Advisory Committee and HLB staff-approved homebuilder proposal scoring rubric to refine the evaluation process.

He reiterated that these proposed changes have been reviewed and approved by both the READ Committee and Executive Committee.

Director Morales-Diaz made a motion to approve the 2025 Houston Land Bank Traditional Builder Program updates, which motion was duly seconded by Director Muguerza and approved with the unanimous vote of the Board.

f. Consideration and Possible Action to Approve the highest 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.

Ms. Stoneham announced that this action 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.

The HLB issued an RFQ on January 3, 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 requirements more accurately, and it was reissued on January 31, 2025. As a result of the RFQ, the following thirteen submissions were received:

Allison McFarlane Inc	Score: 96.00% (successful bidder)
Arete Public Affairs	Score: 87.67% (unsuccessful bidder)
Big Oak Tree Media	Score: 94.67% (unsuccessful bidder)
Creative AF Muze Marketing & Management	Score: 78.33% (unsuccessful bidder)
Five and Two Marketing LLC	Score: 100.00 % (successful bidder)
Innovating Marketing Group	Score: 94.67% (unsuccessful bidder)
Love Chain Productions	Score: 47.00% (unsuccessful bidder)
Medley Inc	Score: 100.00% (successful bidder)
Outreach Strategists, LLC	Score: 88.00% (unsuccessful bidder)
Spixel Media	Score: 0.00% (unsuccessful bidder)
TCF Professional Services, LLC	Score: 86.33% (unsuccessful bidder)

The Ty Robinson Real Estate Group
Wautashi Construction

Score: 89.00% (unsuccessful bidder)
Score: 0.00% (unsuccessful bidder)

If approved by the Board, the 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.

Director Castillo made a motion to approve entering into service contracts for marketing support with Allison McFarlane, Inc., Five and Two Marketing LLC, and Medley, Inc, which motion was duly seconded by Director Muguerza and approved with the unanimous vote of the Board.

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.

Ms. Stoneham announced that this action item will authorize the 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 7, 2025 and which closed on March 7, 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. As a result of the RFQ, two submissions were received. Upon approval of the Board, the HLB will enter into a service contract with Lorannette Group Compass Real Estate Company for a term of two years, with one-renewal option of one year.

After review and evaluation of the submissions, the following is a breakdown of the points received:

The Cole Group, LLC

Score: 70.00% (unsuccessful bidder)

Lorannette Group Compass Real Estate

Score: 90.00% (successful bidder)

Director Morales-Diaz made a motion to approve entering into service contracts with Lorannette Group Compass Real Estate, which motion was duly seconded by Director Castillo and approved with the unanimous vote of the Board.

VIII. Executive Session

No need for any Agenda items to go into Executive Session.

IX. Board Member Comments

No comments.

X. 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 12:59 p.m. upon the motion

of Director Collins which was duly seconded by Director Castillo 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 April 30, 2025

	<u>Total</u>
ASSETS	
Current Assets	
Bank Accounts	
10101 Chase - Operating 8465	122,700
10102 UNB - Operating 4992	66,228
10103 Susser - Operating 3448	60,664
10301 Chase - Lot Acquisition 7058	1,711,123
10401 Chase - Board Reserve 7066	12,330
10403 Susser - Board Reserve Sweep 3463	2,184,950
10501 Chase - Restricted Funds 5577	5,380
10503 Susser - Restricted Funds Sweep 3489	535,544
10602 Susser - Strategic Funds Sweep 78781	317,823
Total Bank Accounts	\$ 5,016,742
Accounts Receivable	
12100 Accts Receivable	478,390
Total Accounts Receivable	\$ 478,390
Other Current Assets	
Prepaid Expenses	
14100 Prepaid Acquisition Costs	60,460
14200 Prepaid Insurance	137,626
14300 Prepaid Rent	3,689
14400 Prepaid Security Deposit	5,599
14500 Prepaid Subscription Services	15,408
Total Prepaid Expenses	\$ 222,781
Undeposited Funds	658
Total Other Current Assets	\$ 223,440
Total Current Assets	\$ 5,718,572
Fixed Assets	
15100 Equipment	21,905
15900 Accum. Depreciation	-14,450
Total Fixed Assets	\$ 7,455
Other Assets	
16200 Lease Asset	41,921
Total 17100 Investments Held For Sale	10,308,761
Total Other Assets	\$ 10,350,682
TOTAL ASSETS	\$ 16,076,708
LIABILITIES AND EQUITY	
Liabilities	

Houston Land Bank
Balance Sheet
As of April 30, 2025

	<u>Total</u>
Current Liabilities	
Accounts Payable	
20100 Accounts Payable	59,026
Total Accounts Payable	<u>\$ 59,026</u>
Other Current Liabilities	
21100 Liabilities Due to HCDD	1,692,115
21300 Payroll Liability	32,561
21400 Liabilities Due to HLB Fund	107,710
21600 Lease Liability - Current	21,300
21800 Unearned Revenue	392,485
Total Other Current Liabilities	<u>\$ 2,246,171</u>
Total Current Liabilities	<u>\$ 2,305,198</u>
Long-Term Liabilities	
22600 Lease Liability - Noncurrent	22,123
Total Long-Term Liabilities	<u>\$ 22,123</u>
Total Liabilities	<u>\$ 2,327,321</u>
Equity	
30100 Unrestrict (retained earnings)	14,540,478
Net Income	-791,091
Total Equity	<u>\$ 13,749,387</u>
TOTAL LIABILITIES AND EQUITY	<u>\$ 16,076,708</u>

Houston Land Bank

Income Statement

July 2024 - April 2025

	<u>Total</u>
Income	
40100 Acquisition and Development Agreement	375,576
40200 Administrative Fees	37,500
40500 Outside Sources Contributions	366,950
Total Income	\$ 804,446
Gross Profit	\$ 804,446
Expenses	
60100 Salaries and Fringe	802,670
60200 Legal Fees	94,348
60300 Professional Services	190,213
60400 Property Cost - Lot Maintenance	313,782
60500 Software and Subscriptions	36,888
60600 Rent Expense	48,239
60700 Advertising and Marketing	8,932
60800 Bank Fees	652
60900 Conference and Meetings	13,046
61000 Depreciation Expense	1,534
61200 Insurance	56,736
61300 Membership and Dues	3,982
61400 Office Expense	4,987
61500 Phone and Internet	7,190
61700 Travel Expense	10,881
61800 Other Miscellaneous Expense	611
62100 Acquisition Costs - HLB Traditional	3,657
62200 Property Cost Disposition - HLB Traditional	31,496
63200 Property Cost Disposition - NHDP	38,030
Total Expenses	\$ 1,667,874
Net Operating Income	-\$ 863,427
Other Income	
70100 Interest Income	72,337
Total Other Income	\$ 72,337
Net Other Income	\$ 72,337
Net Income	-\$ 791,091



CITY OF HOUSTON

John Whitmire

Mayor

P.O. Box 1562
Houston, Texas 77251-1562

Telephone - Dial 311
www.houstontx.gov

May 2025

The Honorable City Council
Houston, Texas

Dear Council Members:

Pursuant to Texas Transportation Code, Chapter 431; Texas Local Government Code, Chapter 394; City of Houston Resolution No. 1999-59; and City of Houston Ordinance Nos. 2003-1018, 2014-1057, and Ordinance No. 2018-598 which approved and authorized the change of name from the Land Assemblage Redevelopment Authority (LARA) to the Houston Land Bank (HLB), the amendment to the Certificate of Formation of the HLB and the adoption of Amended and Restated Bylaws of the HLB:

I am appointing or reappointing the following individuals to the Board of Directors of the HLB, subject to Council confirmation:

David L. Collins, Sr., reappointment to Position One, for a term to expire December 31, 2026;
C.J. Eisenbarth Hager, appointment to Position Two, for a term to expire December 31, 2026;
Matt Zeis, reappointment to Position Three, for a term to expire December 31, 2026, and also to serve as Chair;
Thomas Simpson, appointment to Position Five, for a term to expire December 31, 2026.

The resumes of the appointees are attached for your review.

Sincerely,

A handwritten signature in black ink, appearing to read "John Whitmire".

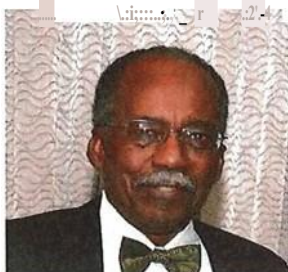
John Whitmire
Mayor

JW:SO:

Attachment

cc: Ms. Christa Stoneham, Chief Executive Officer/President, Houston Land Bank
Mr. Matt Zeis, Chair, Houston Land Bank

DAVID L. COLLINS, Sr., P.E., RPLS. F.ASCE



EDUCATION: Studies in Architecture, 1961 -1964, University of Texas
Bachelor of Science in Civil Engineering, 1971, University of Houston

PROFESSIONAL CAREER: Former President and Principal, PTI, Incorporated

2011-Present-Semi-Retired/Senior Civil Engineering Consultant to FCM Engineers, PC a Consulting Civil Engineering, Planning and Construction Management Firm in Houston, Texas
1982 To 2011 - Mr. Collins as a Principal of the firm of PTI, Inc., has been responsible for the planning, design and project management of a wide variety of major architectural and civil engineering projects. His 50 years of specific project experience includes:

Owners Representative, Houston Multi-Purpose Arena and Garage (Toyota Center), Houston, Texas (\$212 Million), Construction Manager for Houston Area Urban League Downtown Headquarters, Houston, Texas (\$2.8 Million), HISD Facility Assessment 1997; HISD Rebuild 2002; HISD 1998 Facilities, Assessment Study Upgrade - April 2002 (\$2.0 Billion), Project Management, Palo Alto College Library, Alamo Community College District, San Antonio, Texas, (\$6.0 Million), Project Management, University of Houston Downtown Academic/ Student Services Building, Houston, Texas (\$18 Million), Project Management and Design Services for North Forest ISO, 1983 - 1994 (\$60 Million), Management of the firm's effort in the Greater Houston Wastewater Program, detailed design and construction management, overall program management and Value Engineering Studies, Houston Texas (\$2.1 Billion)

1982 to 1987 - Regional Manager of PTI, Inc. Mr. Collins served as Vice President of Southwest Operations and has been closely involved with a variety of wastewater, highway and rail transit facilities planning, design and construction administration, both new and rehabilitated projects.

1975 to 1982 Vice President/Project Manager/CRS Sirrine Inc., Houston, Texas - Project Manager for projects involving the design of the civil site infrastructure of the University of Riyadh - King Saud University (\$3.0 Billion), Internal Security Forces College (\$175 Million), Riyadh Arabia, and Jeddah Maritime Academy \$162 Million, Jeddah, Saudi Arabia.

1970 to 1975 Project Engineer Bernard Johnson, Incorporated Houston, Texas As project engineer, for development of the preliminary engineering report, bond application report and construction documents; i.e., water distribution, storm sewer and sanitary sewer systems for Rushwood, Townwest, Westbank, Enchanted Valley and Haverford Place subdivisions, Houston, Texas.

1967 to 1970 - State Department of Highways and Public Transportation Houston Texas. Mr. Collins analyzed, evaluated and designed various highway components including pavements, box culverts, freeway and ramp section, storm sewer systems.

PROFESSIONAL ACHIEVEMENTS:

Professional Engineer and Professional Surveyor in the State of Texas, Board Chair, City of Houston Land Assembly Redevelopment Authority (2003-2015), Member City of Houston Planning Commission (1997 - 2010), Board Chair/Board of Directors of Houston Area Urban League (1997-2006) Texas State Board of Health and Chairman of Regulatory Committee (1991-1999), President, Vice President and Secretary Board of Education Fort Bend Independent School District (1986-1996) President, Chasewood Community Improvement Association (1973-1980), President, Chasewood Civil Club (1975-1980), President, Fondren Lake Municipal Utility District (1973-1978).

PROFESSIONAL MEMBERSHIPS:

Fellow & Life Member-American Society of Civil Engineers, Former Member of Houston Engineering & Scientific Society, Former Member of Greater Fort Bend Economic Development Council, Former Member of Greater Houston Partnership, Board Member of Round Top Area Historical Society, Member Fayette County Texas Historical Commission, Member of Sigma Pi Phi Fraternity (Nu Boule')

ENGINEERING ACTIVITIES:

Member/Fellow of American Society of Civil Engineers (1968 - Present), Member of ASCE National Committee of Diversity and Women in Civil Engineering (1999 - 2003), President & Vice President, Houston Branch of ASCE (1988 - 1990), Past Chairman, Engineering Education Section, Texas Section -ASCE

PUBLICATIONS:

Contributing Historian & Researcher to Lee County, Texas History, published by Images of America - Lee County Texas by Nancy Hamilton - Lee County Historical Society (Contributing Historian on African American History of Lee County) ARCADIA Publishing 1999. Contributor/Writer of articles on The African American Pioneers In Fayette County, Texas for the Fayette County Texas Historical Commission, Fayette County TxGenWeb Project-RootsWeb.

HONORS & AWARDS:

Texas Section-ASCE, John A. Focht, Jr. Citizen Engineer Award - 1991, ASCE, 1991 Citizen Engineer Award for Outstanding Volunteer Activities in Zone 111, 1995 Texas Section ASCE Professional Service Award, 1997 Award of Honor Houston Branch ASCE, National Ad in American Society of Civil Engineers Magazine for Contribution to Education as Board Member of Fort Bend ISD, Fort Bend County Texas, City of Houston 1996 - Outstanding MWBE in Professional Service Award, 2013-Elected Fellow in the American Society of Civil Engineers, 2014-Elected to the Academy of Distinguished Civil & Environmental Engineers, by the University of Houston Cullen College of Engineering, 2014-Awarded the University of Houston Cullen College of Engineering Distinguished Engineering Alumni Award. History & Heritage Award, Texas Section ASCE 2020.

C.J. EISENBARTH HAGER

II 602/327.5199 II hager.cj@gmail.com a 1001 Barkdull St. Houston, TX 77006 m www.linkedin.com/in/cjhager/

EXPERIENCE

Assistant Vice President, Innovation and Integration (2023 - present) |

[Episcopal Health Foundation](#)

Senior Research & Innovation Officer (2021-2023)

I lead the Foundation's efforts to identify and test innovative ways of meeting its mission. I work in partnership with other internal divisions and cultivate trusting relationships with external partners that represent different perspectives.

- Develop the philanthropic, multi-pronged food and nutrition security strategy
- Lead a six site, multi-year initiative to pilot the [Accountable Communities for Health model in Texas](#). I oversee all aspects of this initiative, from strategy and communication to relationship stewardship and oversight of technical assistance.
- Partner with community organizations and health insurers to understand resiliency of people who are at-risk of food insecurity. This work is helping to expand how insurers invest in food environments.
- Manage and support other creative projects, including hospital community benefit, employer investment in social determinants of health, and strategies that focus on rural communities and place-based investments.

Director, Healthy Communities (2014-2021) | [Vitalyst Health Foundation](#)
Associate Director, Community Development (2012-2014)

Phoenix, AZ

I was the founding director of a philanthropic portfolio focused on the social determinants of health, including food, housing, transportation, wealth creation, and climate change/urban heat. The portfolio prioritized equity and upstream solutions. I assessed, created and implemented philanthropic strategies, including grantmaking, community engagement, policy, communications and research. I served as the spokesperson on social determinants of health and was a [champion for thoughtful community engagement strategies](#).

- Elevated the profile of the Foundation through national thought pieces in *Health Affairs* and presentations at national conferences, including the American Public Health Association, the American Planning Association, SOCAP [entrepreneurial public policy and finance], Green and Healthy Homes and the Federal Reserve annual community development conference.
- Named the first PLACES Fellow in Arizona, a prestigious national fellowship that supports those in philanthropy in integrating equity into place-based practices.
- Directed our [partnership with the City of Phoenix](#) to develop place-based, health-focused investment and policy plans for six neighborhoods. This initiative prioritized the voices of residents who have been historically marginalized in public processes.
- Initiated the development of cross-disciplinary coalitions, including the [Maricopa County Food System Coalition](#), the Coalition for Transportation Choices and the [Arizona Food System Network](#), each of which advanced the integration of health and equity considerations in local and state policy.
- Identified and worked to implement funding and financing tools for social determinants of health, including [hospital community benefit requirements](#) and [Opportunity Zones](#).

PROFESSIONAL PROFILE

Multi-faceted leader specializing in philanthropic health investments that prioritize equity. As a director of a leading-edge social determinants of health portfolio, my focus is on long-term impact through policy and systems change using a full suite of philanthropic tools.

KEY SKILLS

- Trusted Relationship Builder
- Strategy
- Cross-Sector Collaboration
- Innovation & Creativity

COMMITTEES & BOARDS

* current

Local Advisory Board (Chair)*
[Houston USC](#)

Community Advisory Board*
[University of Houston, HEALTH Research Institute](#)

Advisory Board (former Chair)*
[The Funders Network, PLACES Fellowship](#)

Board of Directors
[The Funders Network](#)

Board of Directors
[Trellis Community Development](#)

Board of Directors
[Friends of Transit](#) (Arizona)

[Health, Housing & Equity Task Force](#)
(Co-Chair)
Urban Land Institute, Arizona

Local Advisory Board
[USC Phoenix](#)

Advisory Board (Co-Chair)
[Arizona Health Improvement Plan, Social Determinants of Health Priority](#)

Senior Policy Analyst | [Morrison Institute for Public Policy](#), Arizona State University

Phoenix, AZ | 2009-2012

I was a senior staff member overseeing research and analysis on public policy issues affecting the social determinants of health. Morrison Institute is Arizona's oldest and most respected independent public policy think tank.

- Authored [Droppered? Latino Education and Arizona's Future](#), which addresses how the state's public education system is failing to prepare children of color for well-paying careers.
- Published analyses of how state budget cuts affect vulnerable populations, including those who use the state's [child care vouchers](#) and [workforce development system](#).

Public Policy Consultant

2003-2009

I provided public policy, advocacy and Congressional engagement consulting services to organizations serving lower income communities and communities of color. My work included increasing congressional support for community-based lending institutions and affordable housing programs. My clients included [Rapoza Associates](#), the [CDFI Coalition](#) and [NeighborWorks America](#).

Director, Government & Congressional Affairs | [NeighborWorks America](#)

Washington, DC | 1999-2003

I served as the primary contact to the presidential administration and members of Congress. I advocated for more equitable public policy on behalf of community-based nonprofits.

- Secured an increase in NeighborWorks America's annual federal budget appropriation from \$75 million to \$115 million.
- Developed an individualized strategy for engaging members of Congress.
- Devised strategies to increase nonprofit participation in the Community Development Financial Institutions Fund, a program of the U.S. Treasury.
- Oversaw technical assistance and financial support to nonprofit organizations in implementing a new federal affordable homeownership program.

Legislative Fiscal & Policy Analyst | Minnesota House of Representatives Appropriations & Tax Committees

St. Paul, MN | 1997-1998

I served as the primary staff on the House Appropriations Committee regarding affordable housing, economic and workforce development. I also served as the primary staff to the Tax Committee responsible for tax increment financing and economic development incentives.

Policy Specialist | [Minnesota Housing](#)

St. Paul, MN | 1994-1997

I was the primary policy analyst for Minnesota's affordable housing department, considered one of the most innovative agencies of its kind.

- Coordinated Minnesota's [first consolidated housing and community development plan](#), resulting in \$32 million in federal grants annually.
- Authored a gubernatorial initiative that [targeted affordable housing development funding to job growth centers](#).

COMMITTEES & BOARDS (CONT.)

Subcommittee Member

City of Phoenix, [Urban Heat Island, Tree & Shade Subcommittee](#)

Selection Committee Member, Arizona Community Foundation, [Housing Security Challenge Prize](#)

Conference Committee (Co-Chair) [Public Health Funders Network](#), American Public Health Association

Advisory Board Member (Co-Chair) City of Phoenix, Complete Streets Advisory Board

EDUCATION & HONORS

[WELLAP](#)

International Well Building Institute

[PLACES Fellow](#)

The Funders Network

[Alumni Honoree](#)

Kansas State University, College of Architecture, Planning & Design

Masters of Regional & Community Planning

Kansas State University

Bachelor of Arts, Economics

Marquette University

MATT ZEIS

916 Eleanor St.° Houston, Texas 77009

mat.t.zeis@gmail.com ° 713.444.5627

EDUCATION

2015-2017	RICE UNIVERSITY , JONES GRADUATESCHOOL OF BUSINESS Master of Business Administration (MBA) degree, May 2017. Member of the Technology Club, Wine Club, Adam Smith Society and Entr epreneurship Club.	HOUSTON, TX
2000-2004	STEPHEN F. AUSTIN STATE UNIVERSITY Bachelor of Science, Political Science and History. Dean's List, Fall 2003 and Spring 2004.	NACOGDOCHES TX

EXPERIENCE

2012 - Present	GULFMARK ENERGY, INC. <i>Crude oil marketing and transportation firm with operations in Texas, Louisiana, and Michigan, which buys and sells over 70,000 barrels of crude oil per day.</i> Manager of M arketing Administrat ion (2014 - Present) <ul style="list-style-type: none">• Manage four departments and multiple employees responsible for producing monthly and companywide economics reports, daily contracts, pipeline scheduling, barging operations and ticket processing.• Formulated and integrated Driver Capacity Report that, when implemented, increased volumes drivers were hauling per truck by 2.79% companywide.• Ensure validity of monthly pricing data in multiple systems; verify accuracy of all purchase and sale agreements.• Developed new processes to increase accuracy and completeness of various market models and analyses.• Determine value of inventory at physical and trade locations on a monthly basis.• Generate pricing and volumetric models for new and existing markets for crude oil.• Collaborate with accounting group and outside customers to resolve accounting disputes.• Provide independent auditors with required data to comply with Sarbanes-Oxley Act of 2002. Marketing Administrator (2012- 2014) <ul style="list-style-type: none">• Assisted with contract administration and market analysis.• Provided research data and analytics for marketers regarding different crude oil markets and producer information.	HOUSTON, TX
2005-2012	LONE STAR STRATEGIES, LLC <i>Consulting firm that specializes in non-profit and political fundraising.</i> Project Director <ul style="list-style-type: none">• Maintained and developed relationships with donors, government officials and potential donors. Annual client activity was \$12 million.• Directed finance meetings with clients and other consultants to maximize contributions; developed tailored finance plans and budgets for multiple clients, included sourcing and allocating funds.• Prepared and presented reports to clients and owner.• Administered and reconciled clients' accounts, included managing payroll, payroll taxes and quarterly tax filings and filing quarterly reports with various government entities on funds raised and disbursements.• Planned and executed fundraising events, managed staff members in support of fundraising objectives. Finance Assistant (2005 - 2006) <ul style="list-style-type: none">• Supported Project Director in fundraising activities, event planning, data management and ethics compliance reporting.• Recruited and managed volunteers and intern staff.	HOUSTON, TX

ADDITIONAL INFORMATION

Leadership: Land Assemblage and Redevelopment Authority Board - Finance Chair (December 2015); City of Houston - Board of Public Trusts (March 2015); Houston Area Women's Center Young Leaders (December 2014); Lindale Park Civic Club Board - Treasurer (August 2014).

Skills: Proficient in Microsoft Office Suite, basic network management, and SQL database management.

Activities: Landscape photography, jogging, backpacking, mountain biking, canoeing, and exploring.

Entrepreneurial urbanist with expertise leading transformative real estate projects with a passion for community development and affordable housing. Devises feasible programs and capital stacks, builds public-private partnerships, and infuses equity and innovation into visionary real estate developments. Expert in crafting development strategies based in rigorous market and financial analysis, soliciting and procuring partners, and leading multi-disciplinary teams to advance real estate solutions that make cities more prosperous, connected, and opportunity-filled places. Team-oriented leader with strong communication skills and proven ability to manage complex projects with diverse teams and stakeholders, from community groups to city departments.

Skills and Technical Proficiencies

- Strategic planning
- Project Management
- Real estate market analysis
- Financial analysis and underwriting
- Highest and best use analysis
- Incentives and value capture
- Site selection and suitability analysis
- Zoning and entitlements
- Land use policy
- Housing policy & funding programs
- Community engagement
- Microsoft Office/Excel
- Adobe Creative Suite
- ArcGIS, QGIS

Professional Experience

2023-Present **Principal, HR&A Advisors**

Senior leader at a national real estate consulting firm, leading strategic business development, overseeing large projects, mentoring and managing staff, and implementing internal initiatives. Select projects include:

- Developing portfolio strategy for Austin Housing Finance Corporation based on suitability of 12 sites for different product types and funding sources, including CLT/ownership, 4% and 9% LIHTC.
- Managed evaluation of developer proposals and negotiated key deal terms for 86-acre, City-owned site in St. Petersburg, Florida including securing a \$SOM suite of equitable development commitments.
- Advised Menil Collection on potential to leverage tax increment from real estate development to support open space and infrastructure projects.

2020 - 2022 **Director, HR&A Advisors**

Managed internal teams, client relationships, and subcontractors in complex real estate projects for public, private, and non-profit clients. Designed and managed work plans and budgets.

- Led predevelopment work for a private developer in Kansas City for a multi-block site including approaches to phasing, performing internal underwriting, entitlements due diligence and strategy, and incentive and public financing strategy. Secured a public financing package with the City of \$60M+.
- Led feasibility analysis for 12-acre site with a 120,000 SF historic former industrial facility at the border between Downtown Tulsa and the Greenwood District. Managed two-phase RFQ/P process to select a development team with an equity-focused proposal.

Refined and implemented the Austin Cultural Trust concept to preserve cultural spaces; created a business plan and financial model to prevent displacement of arts organizations leveraging \$17M in bond funding to attract additional philanthropic and private capital investment.

2018 - 2019 **Senior Analyst, HR&A Advisors**

Led complex analysis and project management for a top urban development consulting firm.

- Developed a strategic plan for New Hope Housing, a leading supportive housing developer in Houston. Built a GIS site selection tool driven by Texas QAP criteria leading to multiple successful 9% LIHTC awards

2016-2018 **Planning & Development Consultant**

Provided planning, consulting, and project development services for non-profit and for-profit clients in land use, affordable housing, and other urban systems. Produced major visioning document for property owner to guide successful creation of a Planned Development District to direct future land use and development of 50 acres in East Dallas. Created strategic land use plan for 14-acres on behalf of a faith-based institution in Southern Dallas.

Professional Experience Cont.

2011 - 2016 **buildingcommunityWORKSHOP, Dallas, TX**

Grew into management position at an innovative non-profit community design center:

- Led production of a report on the opportunity for and impact of affordable housing development at Dallas Area Rapid Transit stations including policy, geospatial, demographic, financial, and site analysis that generated multiple unsolicited development proposals.
- Led a major planning effort and stakeholder convening to identify and model system improvements to increase production of affordable single-family housing in Dallas
- Led development and proof-of-concept for planning, research and media tools to support neighborhood-based civic engagement in Dallas

2010 **City of Dallas, Dallas, TX**

Served as an intern in the City Manager's Office, assisting Equipment and Building Services and Code Compliance departments with annual budget preparations and communications.

Education

2007 - 2011 **Princeton University**

AB. in History. Certificate in Urban Studies

Awards and Speaking Engagements

- 2024** Speaker; Greater Dallas Planning Council Annual Meeting, "Public-Private Partnerships in Housing" Advancing Diversity and Social Change Award, American Planning Association Texas Chapter; "CapMetro Equitable Transit Oriented Development Study"
- 2019** Panelist, Affordable Housing, Dallas Architecture Forum
- 2015** Presenter; Texas Association of Community Development Corporations Conference
Speaker; Rail-Volution
Winner: Environmental Design Research Association Great Places Award, Research, "Race & Control of Public Parks, Dallas"
- 2014** Semi-Finalist, SXSW Eco Place by Design, "Activating Vacancy"
- 2013** Finalist, SXSW Eco Place by Design, "Neighborhood Stories"

Professional Associations and Leadership

- 2023 - 2024 ULI NEXT Cohort, Houston
- 2019 - Member; Urban Land Institute
- 2020 - 2021 Dallas Mayor's Star Council
- 2018 - 2021 Co-Chair & Chair; DFW Princeton Prize in Race Relations
- 2020 - 2022 AIA Dallas Communities by Design Committee
- 2018 - 2021 The Real Estate Council, Young Guns
- 2017 - 2019 Opportunity Dallas Housing Policy Task Force



REQUEST FOR BOARD ACTION

Meeting Date: June 12, 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: June 12, 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.

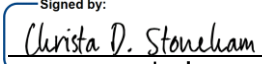
XXX. EXECUTION, MULTIPLE COUNTERPARTS

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: D658F734FDCD4E8 Matt Zeis
Date Signed: 10/29/2024

Houston Land Bank

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

APPROVED AS TO FORM:

Christian Menefee
Harris County Attorney

By: *Gina Boul*

Assistant County Attorney
CAO File No.:

Date Signed: 10/25/2024

HARRIS COUNTY

By: 
HARRIS COUNTY JUDGE

Date Signed: _____

EXHIBIT A

CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

(Follows Behind)

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

1. Use of Funds.

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

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

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

4. Maintenance of and Access to Records

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

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

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

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

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

9. Compliance with Applicable Law and Regulations.

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

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

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

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

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

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

14. Debts Owed the Federal Government.

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

15. Disclaimer.

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

16. Protections for Whistleblowers.

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

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

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

EXHIBIT B

Required Federal Clauses

(Follows Behind)

FEDERAL REGULATIONS

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

INCREASING SEAT BELT USE IN THE UNITED STATES

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

REDUCING TEXT MESSAGING WHILE DRIVING

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

DISABILITIES

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

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

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

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

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

DISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

8. The subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES

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

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

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

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

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

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

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

or regulations regarding nondiscrimination in employment.

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

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

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

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

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

FAIR LABOR STANDARDS ACT

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

OBLIGATION OF THE FEDERAL GOVERNMENT

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

LEAD-BASED PAINT (24 CFR 570.608)

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

NON-COLLUSION (The Sherman Act)

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

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

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

Subrecipient shall not in any way, directly or indirectly:

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

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

NON-SEGREGATED FACILITIES

“Prohibition of Segregated Facilities”

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

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

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

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

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

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

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

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

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

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

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

POTENTIAL CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.323)

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

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

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

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

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

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

TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED (Texas Government Code 2252.152)

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

VERIFICATION NOT TO BOYCOTT ISRAEL

As required by Texas law, Contractor verifies that it does not boycott Israel and will not boycott Israel
33315565v.5

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

VENDORS/CONTRACTORS OWING TAXES OR OTHER DEBTS

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

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

WHISTLEBLOWER PROTECTION ACT

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

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

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

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

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

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

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

- A. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) available upon request from the County, as used in this clause—
- B. *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

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

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

C. Exceptions.

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

D. Reporting requirement.

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

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

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

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

EXHIBIT C

FEDERAL AWARD IDENTIFICATION

(follows behind)

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

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

EXHIBIT D

Conflict of Interest Policy

(follows behind)

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

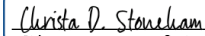
(Name of Organization)

☐ 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

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 License#: PC-1092395	CONTACT NAME: Rachel Badeaux PHONE (A/C, No, Ext): 713-622-2330 FAX (A/C, No): 713-622-2053 E-MAIL: Rachel.Badeaux@cadenceinsurance.com ADDRESS: <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 :	
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 :															
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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CSU 0130048	3/25/2024	3/25/2025	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 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CSU 0130048	3/25/2024	3/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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	D	D	D
Comm. Rodney Ellis	D	D	D
Comm. Adrian Garcia	D	D	D
Comm. Tom S. Ramsey, P.E.	D	D	D
Comm. Lesley Briones	D	D	D

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: June 12, 2025

Agenda Item VII c: Consideration and Possible Action to Approve the Successful Bidders (Proedge Cleaning Services, Schliks Home & Commercial Services, and Twins Construction & Home Repair Services, LLC) under the Request for Proposals for Cleaning Services re-issued April 14, 2025.

ACTION SUMMARY

Approval of this agenda item will authorize HLB to contract with the successful bidders as described under the Houston Land Bank Request for Proposals for Cleaning Services issued originally on November 18, 2024 and re-issued on April 14, 2025. This action is necessary to facilitate the cleaning of HLB -NHDP constructed homes and HLB office space.

BACKGROUND/OVERVIEW (Background of the Agreement and Summary)

The original HLB Request for Proposal Cleaning Services was posted on November 18, 2024, and closed on December 20, 2024. There were three submissions under the original posting (Above and Beyond Clean Texas, LLC, Healthcare Solutions Unlimited & Premiere Service Solutions). HLB staff presented the results of this procurement to the P & O committee in the February 2025 committee meeting. The committee declined to move the procurement forward, stating budgetary restraints and the cost of the services in the recommended submissions. HLB Staff reissued the procurement on April 14, 2025, after presenting an opportunity for the original submitters to offer their best and final offer). As a result of the April 14, 2025, procurement, there were three total submissions; the grading breakdown is as follows:

Proedge Cleaning Services	Score: 100 % (successful bidder)
Schliks Home & Commercial Services	Score: 85 % (successful bidder)
Twins Construction & Home Repair Services LLC	Score 89.33% (successful bidder)

HLB staff recommends proceeding with Proedge Cleaning Services, Schliks Home & Commercial Services, and Twins Construction & Home Repair Services, LLC, as they meet the requirements and their proposals are within HLB's budgetary restraints. Should the Board of Directors approve this item, HLB will move forward with contracting with the successful bidders.

**Request for Proposal (RFP) for Cleaning Services: New Construction Turnover
Interior Residential & Commercial Office Cleaning
Reissued April 14, 2025**

**Written Questions Due to
procurements@houstonlandbank.org by 5 p.m. Central
time May 2, 2025**

**Responses Due by 5 p.m. Central time May 12
,2025 via the [Submission portal](#)**

The Houston Land Bank (HLB), a City of Houston local government corporation is seeking proposals from qualified cleaning service providers with experience in both new construction turnover residential cleaning and commercial office cleaning for a two (2) year period beginning July 1, 2025 and with the option to extend for two (2) additional one- year terms.. The selected vendor will be responsible for providing comprehensive cleaning services to ensure both residential properties and commercial office spaces meet cleanliness and safety standards.

Scope of Services

The cleaning services required include the following:

1. Residential New Construction Turnover Cleaning

The scope of work includes ensuring the property is move-in ready with attention to detail.

Construction Debris and Dust Removal

- Clean all construction dust and debris from walls, doors, blinds, floors, cabinets, window glass, window seals, countertops, and appliance compartments.

Floor Cleaning

- Sweep, mop, and disinfect all hardwood floors throughout the home.
- Vacuum carpets where applicable.

Kitchen Cleaning

- Wipe and clean all kitchen appliances, including (if applicable): microwave, cooktop, oven, dishwasher, refrigerator, and sink.
- Sweep and remove visible spiders, spider webs, and dead insects.
- Clean all countertops, cabinets, handles, knobs, faucets, mini blinds (including closing/pull down bars and opening wands), and window glass and seals.

Bathroom Cleaning

- Sweep, mop, and disinfect all bathroom areas including mirrors, medicine cabinets, vanities, sinks, faucets, toilets, bathtubs, and shower tiles.

Door and Doorframe Cleaning

- Wipe and clean all doors, door handles, commonly touched areas, and doorframes to remove dust and dirt.

Light and Electrical Plate Cleaning

- Clean all light switch plates and electrical plates.

Exterior Cleaning

- Remove exterior spider webs and wasp nests within reach.
- Clean/wash outdoor window glass within reach.

2. Commercial Office Cleaning

The scope of work for commercial office cleaning includes regular maintenance and deep cleaning of office environments to ensure a hygienic and professional workspace.

General Cleaning

- Dust and clean desks, tables, chairs, and office furniture.
- Clean and sanitize all frequently touched surfaces, including doorknobs, handles, light switches, and elevator buttons.
- Empty trash and replace liners in all common areas, offices, and restrooms.

Floor Cleaning

- Sweep, vacuum, and mop all flooring surfaces (carpet, hardwood, tile, etc.).
- Disinfect high-traffic areas, including stairs, entryways, hallways, and common spaces.

Restroom Cleaning

- Clean and sanitize sinks, countertops, mirrors, toilets, urinals, and floors.
- Restock soap, paper towels, and toilet paper as needed.
- Empty trash and replace liners.

Kitchen/Breakroom Cleaning

- Wipe down and disinfect countertops, tables, chairs, sinks, and appliances (microwave, refrigerator, etc.).
- Clean cabinets, floors, and any visible dirt or stains.
- Empty trash and replace liners.

Glass and Window Cleaning

- Clean and wipe down all interior glass surfaces, windows, and mirrors.

Dusting and Ventilation Cleaning

- Dust and clean air vents, ceiling fans, and light fixtures.

Additional Services (as needed)

- Carpet shampooing, floor polishing, and window washing for exterior windows (within reach).

Available Budget:

The total budget available for this project is up to \$175 per Residential New Construction Turnover Cleaning and up to \$190 per Commercial Office Cleaning. Proposals must not exceed this amount. Proposals with pricing that exceeds the available budget may be disqualified from consideration.

Proposal Requirements

Interested vendors are required to submit a proposal that includes the following:

1. Company Overview

- Brief introduction of your company, including years of experience, areas of specialization (residential and commercial cleaning), and previous relevant experience.

2. Pricing

- Provide a detailed cost breakdown for both residential and commercial cleaning services, including any additional charges or optional services that may be required.

3. References

- List of at least three references for whom similar services have been provided.

4. Availability

- Indicate your availability to begin work and the estimated time required for completion for both residential and commercial cleaning projects.

5. Insurance and Certifications

- Provide proof of liability insurance and any relevant certifications.

6. Safety Protocols

- A brief description of your company's safety protocols, especially concerning COVID-19 precautions or other safety measures for both residential and commercial spaces.

Submission Instructions

Please submit complete proposals with the requirements in this RFP and submit \$100 application fee no later than 5 p.m. Central time Monday, May 12, 2025. Proposals should be submitted via the [submission portal](#) as a single PDF document of no more than 15 pages using standard fonts and margins.



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

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Experience and expertise in both residential and commercial cleaning services
- Cost-effectiveness and transparency in pricing
- References and client satisfaction
- Ability to meet deadlines and availability
- Safety and quality standards

Expected Timeline

The timeline below represents the expected steps in the procurement process. All timing is subject to change.

RFQ posted	April 14, 2025
Written questions due (all responses to be provided in writing on HLB website)	5 p.m. – May 2, 2025
Responses to RFQ due	5 p.m. – May 12, 2025
Execution of initial contract(s)	June 2025

Questions regarding this RFQ should be emailed to procurements@houstonlandbank.org before 5 p.m. Central time Friday, May 2, 2025; please use the subject line “Cleaning Services RFP questions.” HLB’s written responses to all questions received by the deadline will be posted at houstonlandbank.org/resources under the Procurements tab.

Evaluation and Selection Process and Criteria

Responses will be evaluated by a committee to include HLB staff. Proposals will be scored using the following criteria:

- Experience and expertise in both residential and commercial cleaning services (25 points)
- Cost-effectiveness and transparency in pricing (25 points)
- Safety and quality standards (20 points)
- Ability to meet deadlines and availability (15 points)
- References and client satisfaction (15 points)

HLB will not consider late or incomplete responses.



REQUEST FOR BOARD ACTION

MEETING DATE: JUNE 12, 2025

AGENDA ITEM VII D: Consideration and Possible Action to Adopt the Proposed Fiscal Year 2026

Budget.

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.

The budget anticipates expenditures of \$3.1 million against projected revenues of \$4.1 million, which is expected to result in a net loss of \$2,810. The budget also includes capitalized expenditures of \$200,000 for inventory predevelopment. As a result, the net loss and capitalized expenditures will lead to a decrease in the fund balance of \$202,810, representing a 9.24% reduction in reserved funds for the year.

BACKGROUND/OVERVIEW

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 proposed budget is based on historical costs and anticipated operational needs for the upcoming year. It includes administrative expenditures, 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 May 2025, the HLB Finance Committee reviewed the staff-prepared 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 operating and non-operating revenue: \$3,161,482
- Total operating expenses: \$3,164,292
- Projected net loss: \$2,810
- Total capitalized expenditures: \$200,000
- Total change in reserve fund: \$202,810 (9.24% decrease)

The following pages include a program summary notes, the FY2026 budget summary by department, a comparison to the prior year budget and the FY2025 budget summary by department.

Board Action Request

The Board is requested to:

- Review and discuss the proposed budget.

- Approve the budget as presented.
- Authorize HLB to submit the proposed budget for fiscal year 2026 to the City of Houston.

Houston Land Bank
Budget Summary by Department
FY2026

Acquisitions & Disposition							
	Traditional Homebuyer Program	New Home Development Program	Finding Home Program	Brownfield Redevelopment	Property Management & Maintenance	Administration & Operations	Total
Operating Revenue							
40100 Acquisition and Development Agreement	\$ -	\$ 652,341	\$ -	\$ -	\$ -	\$ -	\$ 652,341
40200 Administrative Fees	-	63,750	-	-	-	-	63,750
40300 HLB Program Revenue	300,000	-	-	-	-	-	300,000
40400 Operations Agreement	-	-	-	-	405,000	345,000	750,000
40500 Outside Sources Contributions	440,941	-	147,250	737,200	-	20,000	1,345,391
Total Operating Revenue	740,941	716,091	147,250	737,200	405,000	365,000	3,111,482
Operating Expense							
60100 Salaries and Fringe	\$ 49,361	\$ -	\$ -	\$ -	\$ -	\$ 967,321	\$ 1,016,682
60200 Legal Fees	28,573	-	-	-	43,511	17,500	89,584
60300 Professional Services	323,635	-	264,650	-	-	35,565	623,850
60400 Property Cost - Lot Maintenance	23,155	-	-	-	338,845	-	362,000
60500 Software and Subscriptions	7,820	-	-	-	19,496	19,950	47,266
60600 Rent Expense	3,057	-	-	-	-	47,368	50,425
60700 Advertising and Marketing	643	-	-	-	-	-	643
60800 Bank Fees	-	-	-	-	-	2,000	2,000
60900 Events	467	-	-	-	-	1,033	1,500
61000 Depreciation Expense	125	-	-	-	-	1,855	1,980
61100 Environmental	-	-	-	665,625	-	-	665,625
61200 Insurance	2,549	-	-	49,700	4,348	13,605	70,202
61300 Membership and Dues	351	-	-	-	-	3,097	3,448
61400 Office Expense	742	-	-	-	-	4,758	5,500
61500 Phone and Internet	464	-	-	-	-	9,152	9,616
61700 Travel Expense	500	-	-	-	-	9,130	9,630
62200 Property Cost Disposition - HLB Traditional	130,000	-	-	-	-	-	130,000
63200 Property Cost Disposition - NHDP	-	74,341	-	-	-	-	74,341
Total Operating Expense	\$ 571,442	\$ 74,341	\$ 264,650	\$ 715,325	\$ 406,200	\$ 1,132,334	\$ 3,164,292
Operating Income/Loss	\$ 169,499	\$ 641,750	\$ (117,400)	\$ 21,875	\$ (1,200)	\$ (767,334)	\$ (52,810)
Non-Operating Revenue							
70100 Interest Income	-	-	-	-	-	50,000	50,000
Total Non-Operating Income/Loss	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000
Total Net Income/Loss	\$ 169,499	\$ 641,750	\$ (117,400)	\$ 21,875	\$ (1,200)	\$ (717,334)	\$ (2,810)

Projected Beg. Fund Balance as of July 1, 2025: **\$ 2,195,063**

Fund Designations for FY2026:

Acquisitions & Disposition (Gain)	693,849
Brownfield Redevelopment (Gain)	21,875
Property Management & Maintenance (Loss)	(1,200)
Administration & Operations (Loss)	(717,334)

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

FY2026 - Ending Fund Balance: **\$ 1,992,253**

Change in Fund Balance \$: **\$ (202,810)**
Change in Fund Balance %: **-9.24%**

Houston Land Bank
Budget Summary - Comparison to PY Budget
FY2026

		FY2025 MYR Budget	Acquisitions & Disposition	Brownfield Redevelopment	Property Management & Maintenance	Administration & Operations	Total	Difference from PY Budget
Operating Revenue								
40100	Acquisition and Development Agreement	\$ 389,520	\$ 652,341	\$ -	\$ -	\$ -	\$ 652,341	\$ 262,821
40200	Administrative Fees	67,500	63,750	-	-	-	63,750	(3,750)
40300	HLB Program Revenue	178,199	300,000	-	-	-	300,000	121,801
40400	Operations Agreement	750,000	-	-	405,000	345,000	750,000	-
40500	Outside Sources Contributions	1,220,080	588,191	737,200	-	20,000	1,345,391	125,311
Total Operating Revenue		2,605,299	1,604,282	737,200	405,000	365,000	3,111,482	506,183
Operating Expense								
60100	Salaries and Fringe	\$ 1,056,361	\$ 49,361	\$ -	\$ -	\$ 967,321	\$ 1,016,682	\$ (39,679)
60200	Legal Fees	144,498	28,573	-	43,511	17,500	89,584	(54,914)
60300	Professional Services	587,687	588,285	-	-	35,565	623,850	36,163
60400	Property Cost - Lot Maintenance	372,000	23,155	-	338,845	-	362,000	(10,000)
60500	Software and Subscriptions	44,390	7,820	-	19,496	19,950	47,266	2,876
60600	Rent Expense	51,162	3,057	-	-	47,368	50,425	(737)
60700	Advertising and Marketing	5,000	643	-	-	-	643	(4,357)
60800	Bank Fees	25,000	-	-	-	2,000	2,000	(23,000)
60900	Events	2,000	467	-	-	1,033	1,500	(500)
61000	Depreciation Expense	1,933	125	-	-	1,855	1,980	47
61100	Environmental	666,125	-	665,625	-	-	665,625	(500)
61200	Insurance	89,338	2,549	49,700	4,348	13,605	70,202	(19,136)
61300	Membership and Dues	5,527	351	-	-	3,097	3,448	(2,079)
61400	Office Expense	9,040	742	-	-	4,758	5,500	(3,540)
61500	Phone and Internet	8,735	464	-	-	9,152	9,616	881
61600	Training and Development	130	-	-	-	-	-	(130)
61700	Travel Expense	17,760	500	-	-	9,130	9,630	(8,130)
62200	Property Cost Disposition - HLB Traditional	79,200	130,000	-	-	-	130,000	50,800
63200	Property Cost Disposition - NHDP	119,520	74,341	-	-	-	74,341	(45,179)
Total Operating Expense		\$ 3,285,407	\$ 910,433	\$ 715,325	\$ 406,200	\$ 1,132,334	\$ 3,164,292	\$ (121,115)
Operating Income/Loss		\$ (680,109)	\$ 693,849	\$ 21,875	\$ (1,200)	\$ (767,334)	\$ (52,810)	\$ 627,299
Non-Operating Revenue								
70100	Interest Income	100,000	-	-	-	50,000	50,000	(50,000)
Total Non-Operating Income/Loss		\$ 100,000	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ (50,000)
Total Net Income/Loss		\$ (580,109)	\$ 693,849	\$ 21,875	\$ (1,200)	\$ (717,334)	\$ (2,810)	\$ 577,299

Houston Land Bank
Budget Summary by Department
FY2025 MYR

		Acquisitions & Disposition					Administration & Operations	Total
		Traditional Homebuyer Program	New Home Development Program	Finding Home Program	Brownfield Redevelopment	Property Management & Maintenance		
Operating Revenue								
40100	Acquisition and Development Agreement	\$ -	\$ 389,520	\$ -	\$ -	\$ -	\$ -	\$ 389,520
40200	Administrative Fees	-	67,500	-	-	-	-	67,500
40300	HLB Program Revenue	178,199	-	-	-	-	-	178,199
40400	Operations Agreement	-	-	-	-	-	750,000	750,000
40500	Outside Sources Contributions	217,180	-	260,700	737,200	-	5,000	1,220,080
Total Operating Revenue		<u>395,379</u>	<u>457,020</u>	<u>260,700</u>	<u>737,200</u>	<u>-</u>	<u>755,000</u>	<u>2,605,299</u>
Operating Expense								
60100	Salaries and Fringe	\$ 24,312	\$ -	\$ -	\$ -	\$ -	\$ 1,032,049	\$ 1,056,361
60200	Legal Fees	29,073	-	-	-	95,425	20,000	144,498
60300	Professional Services	159,402	-	264,420	-	-	163,865	587,687
60400	Property Cost - Lot Maintenance	11,405	-	-	-	360,595	-	372,000
60500	Software and Subscriptions	3,851	-	-	-	19,496	21,043	44,390
60600	Rent Expense	1,505	-	-	-	-	49,657	51,162
60700	Advertising and Marketing	317	-	-	-	-	4,683	5,000
60800	Bank Fees	-	-	-	-	-	25,000	25,000
60900	Events	230	-	-	-	-	1,770	2,000
61000	Depreciation Expense	61	-	-	-	-	1,872	1,933
61100	Environmental	-	-	-	665,625	-	500	666,125
61200	Insurance	1,256	-	-	49,700	22,968	15,415	89,338
61300	Membership and Dues	173	-	-	-	-	5,354	5,527
61400	Office Expense	366	-	-	-	-	8,674	9,040
61500	Phone and Internet	229	-	-	-	-	8,506	8,735
61600	Training and Development	-	-	-	-	-	130	130
61700	Travel Expense	500	-	-	-	-	17,260	17,760
62200	Property Cost Disposition - HLB Traditional	79,200	-	-	-	-	-	79,200
63200	Property Cost Disposition - NHDP	-	119,520	-	-	-	-	119,520
Total Operating Expense		<u>\$ 311,880</u>	<u>\$ 119,520</u>	<u>\$ 264,420</u>	<u>\$ 715,325</u>	<u>\$ 498,483</u>	<u>\$ 1,375,779</u>	<u>\$ 3,285,407</u>
Operating Income/Loss		<u>\$ 83,499</u>	<u>\$ 337,500</u>	<u>\$ (3,720)</u>	<u>\$ 21,875</u>	<u>\$ (498,483)</u>	<u>\$ (620,779)</u>	<u>\$ (680,109)</u>
Non-Operating Revenue								
70100	Interest Income	-	-	-	-	-	100,000	100,000
Total Non-Operating Income/Loss		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>
Total Net Income/Loss		<u>\$ 83,499</u>	<u>\$ 337,500</u>	<u>\$ (3,720)</u>	<u>\$ 21,875</u>	<u>\$ (498,483)</u>	<u>\$ (520,779)</u>	<u>\$ (580,109)</u>

Houston Land Bank
FY2026 Budget
Summary Program Notes

Traditional Program

- **Round Sales Projections**

- 40300 HLB Revenue – Increase: \$121,801
 - Projections for FY2026 reflect an increase in lot dispositions for the year, aiming for 20 sales compared to the 12 lots sold in FY2025. Sales projections for FY2026 include 8 lot dispositions for Round 8 and additional round sales with a target disposition goal of 12 lots.
- 62200 Property Disposition Cost – Increase: \$50,800
 - The disposition costs have been adjusted proportionally based on sale projections for the year.

- **Harris County ARPA Grant**

- 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 – Increase: \$262,821
- 40200 Administrative Fees – Decrease: \$3,750
 - Budget projections for NHDP dispositions for the year include 15 lots, a decrease from 18 lot dispositions in FY2025.
 - Projections for disposition proceeds are based on recent sales in FY2025 Q1 and Q2.
 - Projections for FY2026 reflect a decrease in lot dispositions for the year, aiming for 17 sales compared to the 18 lots sold in FY2025. Sales projections for FY2026 include 13 homes in HLB inventory as of FY2025 Q4 and an additional 4 homes expected to be in HLB's inventory in early FY2026 Q1.
- 62200 Property Disposition Cost – Decrease: \$45,179
 - The disposition costs have been adjusted proportionally based on sale projections for the year.

Finding Home Program

- **Fannie Mae and HCLT Grants**

- 40500 Outside Sources Contributions – Decrease: \$113,450
- 60300 Professional Services – Decrease: \$230

- In September 2024, HLB received a grant funding of \$395,000 from Fannie Mae and HCLT to support the Finding Home Program. These grants have a term of one year.
- Due to the grant term spanning two fiscal years, \$147,250 of grant funding will be allocated to the FY2026 budget. The Fannie Mae funding is determined by a schedule of grant deliverables, which reflects the corresponding share designated for FY2026.
- Grant expenditures totaling \$264,650 are expected to be recognized near the end of the grant period in Q1 of FY2026, leading to an anticipated net loss of \$117,400 for the year. This projected net loss for FY2026 is primarily due to the timing of program income being recognized in FY2025. Collectively, across both fiscal years, the program is projected to yield a net gain of 15%, amounting to \$33,000 from the Fannie Mae grant.

Property Management & Maintenance and Admin & Operations

- **Operations Agreement**

- 40400 Operations Agreement – No Change
 - Budget projections reflect the latest funding request of \$750,000.
- 60100-61700 Expenses – Decrease: \$335,728
 - Budget projections include a decrease of \$73,498 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 \$116,449 in cut 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.



REQUEST FOR BOARD ACTION

Meeting Date: June 12, 2025

Agenda Item VII e: Consideration and Possible Action to Approve Houston Land Bank to accept \$90,000.00 in grant funds from the Rockwell Fund, Inc. for Rooted in Kashmere Gardens as described in April 23, 2025, proposal submitted by the Houston Land Bank.

Background/Overview:

The Rockwell Fund, Inc. (RFI) has awarded a one-year grant in the amount of \$90,000 to the Houston Land Bank (HLB) in support of Rooted in Kashmere Gardens, an initiative focused on equitable redevelopment in Super Neighborhood 52.

Rooted in Kashmere Gardens is a planning and community engagement initiative aimed at addressing long-standing disinvestment and environmental issues in the Kashmere Gardens neighborhood. The initiative centers on the redevelopment of a multi-acre, HLB-owned site (the former Apache site), with the goal of transforming it into a hub of resilient, affordable housing and community-serving uses. Key components of the project include, site planning, architectural planning for new housing aligned with affordability and resilience goals, community engagement and participatory design to ensure that residents' voices shape the future of the site. The project is designed to serve households earning at or below 80% of the Area Median Income (AMI) through affordability strategies such as shared equity, below-market land dispositions, and homebuyer education.

This funding will support the first phase of implementation, including professional services for planning and design, community engagement activities, and preparation for future development.

Rockwell Fund, Inc. has provided a formal grant agreement outlining the terms and conditions, including reporting requirements, participation in interim site visits, and alignment with the submitted proposal.

Recommended Action:

Authorization by Board of Directors of the Houston Land Bank to authorizes the CEO/President, or her designee, to execute the grant agreement with Rockwell Fund, Inc. for the \$90,000 grant in support of the Rooted in Kashmere Gardens initiative, and to take all actions necessary to carry out the obligations and opportunities associated with the grant.

ROCKWELL FUND[®] INC.

3555 TIMMONS LANE, SUITE 950

HOUSTON, TEXAS 77027

TELEPHONE: 713/629-9022

June 6, 2025

Ms. Christa Stoneham
CEO/President
Houston Land Bank
1214 Elgin St.
Houston, TX 77004

Dear Ms. Stoneham:

It is my pleasure to inform you that the Trustees of Rockwell Fund, Inc. ("RFI") awarded a one year \$90,000 grant to the Houston Land Bank. ("Grantee") for Rooted in Kashmere Gardens as described in your April 23, 2025, proposal, except as modified below (the "grant"). The one-year term (the "term") during which funds are to be expended shall commence on the date of your execution of this grant agreement letter (the "Agreement").

This grant is subject to the following agreements, terms and conditions.


1. Grantee represents and warrants that:
 - 1.1. Grantee is a Texas non-profit corporation, created pursuant to Subchapter D of Chapter 431 and Section 394.018 of the Texas Transportation Code by City of Houston Ordinance dated July 31, 2018;
 - 1.2. Grantee is exempt from sales and use tax pursuant to Texas Transportation Code Section 431.101;
 - 1.3. Grantee's formation authorizations and sales and use tax exemptions are currently effective and shall remain in effect during the term;
 - 1.4. Grantee is a "governmental unit" for purposes of the relevant provisions of the United States of America Internal Revenue Code;
 - 1.5. Grantee's activities and purposes, and the purposes for which grant funds shall be used, are both public in nature and charitable and fall within the governmental functions described in Section 101.0215 of the Texas Tort Claims Act, as amended;
 - 1.6. Grantee is not a Supporting Organization described in IRS section 509 (a) (3); and,
 - 1.7. Grantee will inform RFI immediately of any change in (or proposal to change) your organizational or tax-exempt status.

2. As part of our evaluation process, Grantee shall participate in interim site visits, which may be conducted in person or virtually, as required by RFI, at mutually agreed times.
3. Grantee shall provide RFI with a Grant report (on the form enclosed herewith and in electronic format) no later than July 6, 2026, and at such other times as reasonably requested by RFI.
4. We understand that your program may not proceed exactly as you have proposed. If you find this to be the case, please keep us advised of changes you wish to make in your proposal. We will not unreasonably refuse to approve changes; however, we reserve the right to require the return of monies that will not be spent to achieve program outcomes that, in the sole judgment of RFI, align with the original proposal and RFI's strategies, and desired outcomes. Grantee shall comply with any such requirement to return grant funds.
5. We consent to the listing of RFI's name in publicity materials and memorials or plaques that list other donors. However, because we desire that all your resources be dedicated to accomplishing your charitable purposes, please do not recognize RFI, our Trustees or staff with gifts, certificates, plaques, photographs, or the like.
6. Any violation of the terms of this letter will permit us to terminate any obligation to make further distributions, whether to be made as part of this grant or any other approved grant from RFI.
7. You have our permission to release the purpose and amount of our grant to any public media. If you wish to release additional information regarding RFI or the grant, we would appreciate your submitting the proposed release to us for approval. Also, please forward to us copies of any news release or published material mentioning this grant that comes to your attention.
8. This Agreement is governed by and shall be construed in accordance with the laws of the state of Texas without regard to any conflict of laws rule or principle that might refer to the governance or construction of this Agreement to the laws of another jurisdiction. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard exclusively in the federal or state courts sited in Harris County, Texas; each party waives any objection that it might raise to such venue, waives any right it may have to claim that such venue is inconvenient and submits to the exclusive jurisdiction of such courts with respect to such legal proceedings.
9. Any notice from Grantee to RFI required by this Agreement shall not be effective unless delivered by electronic mail to RFI's then current President and Chief Executive Officer by electronic mail, as well as to an RFI program officer.
10. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile of a signature, other electronic signature, or a photocopy or electronic copy of a signed original shall be deemed to be and have the same legal validity and enforceability as an original.

If the terms of this grant are acceptable, please have an authorized officer of Grantee execute this agreement and return a fully executed copy to us electronically at your earliest convenience but no later than June 20, 2025. Upon receipt of a fully executed copy of this Agreement, RFI will fund the grant.

We are pleased that Grantee has chosen to undertake this project and look forward to hearing of its progress and successes.

Sincerely,

By: 
Ronald C. Lewis, President

ACCEPTED AND AGREED:

HOUSTON LAND BANK

By: _____

Print name and title: _____

Date: _____

ROCKWELL FUND, INC.

GRANT APPLICATION

HOUSING

Introduction

Thank you for your interest in grant opportunities from the Rockwell Fund, Inc. Our theories of change for our current grant review period follow below. Please review this information before preparing your proposal.

Following our change theories section, you will find questions related to your request for funding. We appreciate clear and concise responses that elevate your organization's strengths and uniqueness and demonstrate the thoughtfulness of your work. To prevent the application process from overburdening you, please consider the suggested paragraph counts as a guide for your responses. We plan to thoroughly evaluate all of the information that you feel should be provided in support of your request.

Feel free to use relevant responses from previous applications for the same work. You may also submit relevant information from other funding applications.

We will review your website content. Therefore, you may refer to it to respond to application questions where appropriate.

Rockwell strongly encourages you to connect with a Program Officer while you work on your application. Please contact [Estevan Delgado](#) or [Patrick Moreno-Covington](#) to discuss your ongoing application. Should you have any technical questions on this application please reach out to our Grant Administrator [Judy Ahlgrim](#).

** Indicates a required questions or section.*

Rockwell Fund, Inc.'s Theory of Change

Housing

High-quality housing that is safe, free from flood risks, well-maintained, and accessible to people with diverse needs and incomes is key to a complete community.

Rockwell Fund will make grants that:

1. Support the creation and maintenance of owner-occupied housing affordable to SN52 residents earning below 80% AMI.
2. Support the creation of single-family and multi-family rental properties that are affordable to SN52 residents earning below 80% AMI.
3. Support the utilization of community ownership models that offer longstanding affordability for SN52 residents.
4. Support the education and preparation of generational wealth transfer for SN52 residents.
5. Support programs to educate homeowners and renters on available services, financial assistance, real estate and title maintenance, mortgage financing, and other related skills.
6. Support advocacy for the development and maintenance of affordable housing, rental assistance, protections, and resources for renter support, and supportive housing services, including the establishment of a Homestead Preservation District.

Organizational Information

* Legal Name of Organization:

Houston Land Bank

* Popular Name of Organization (only if different from legal name):

N/A

Fiscally Sponsored Project Name:

If you are a fiscal sponsor, designated as a 501(c)(3), seeking to receive grants for a fiscally sponsored project, contact a Program Officer before completing an application. If you are applying for a fiscally sponsored project, provide the fiscal sponsor's name in the legal name field above. Complete the rest of the application with the fiscal sponsor's organizational information.

(No fiscal sponsor) Project Name: Rooted in Kashmere Gardens

* Federal Tax ID Number:

43-2060243

*** Does your organization have a determination letter from the Internal Revenue Service indicating that it is an organization described in Section 501(c)(3) of the Internal Revenue Code** (and is not a private foundation within the meaning of Section 509(a) of the Code)? Or is it a church or political subdivision that is not required to obtain a Section 501(c)(3) designation to be a permitted donor of a private foundation?

☐ Yes ☒ No

* Organization Street Address:

1214 Elgin Street, Houston, Texas 77004

* Organization City:

Houston

* Organization State:

Texas

*** Organization Zip Code:**

77004

*** Organization Phone:**

281-655-4600

*** Organization Website:**

www.houstonlandbank.org

Funding Request

*** Funding Type**

☐ General Operating Support

☒ Program or Project Funding

Name of Program or Project:

*** Name of Organization:**

Houston Land Bank

*** Number of Year(s) of Requested Funding:** One (1) year

*** Amount Requested in the First Year:** \$150,000

*** Amount Requested in Subsequent Years:** N/A

*** Primary Contact**

Name: Christa Stoneham

Title: CEO/President

Phone: 713-730-8682

Email: community@houstonlandbank.org / cstoneham@houstonlandbank.org

*** Signature of Executive Director or Chief Executive Officer:**



*** Date:** April 23, 2025

Proposal Information

Proposal Summary

* In three to five paragraphs, please describe your request for funding, considering the following:

- The challenge or opportunity you wish to address
- The goals of this funded opportunity
- The details of the work being proposed
- The target audience for your work
- Why your organization is well poised to succeed in addressing this challenge or opportunity
- What is unique or innovative about your approach
- The collaboration used to achieve your goals
- The challenges or risks you will face

The Rooted in Kashmere Gardens initiative builds on the Houston Land Bank's (HLB) broader Finding Home program—an equity-driven housing strategy launched in 2024 to expand access to resilient, affordable housing in Houston's most vulnerable communities. The Finding Home Initiative's initial phase focuses on scattered-site development; Kashmere Gardens presents a unique opportunity: a neighborhood facing intersecting risks of chronic flooding, aging housing stock, and legacy disinvestment. In response, HLB acquired over 1.5 acres on a consolidated site to pilot a focused, place-based solution rooted in resilience, affordability, and community leadership.

Through this \$150,000 funding request, HLB will adapt the Finding Home model to a subdivision-scale approach at 7019 Apache Street, a 71,000-square-foot HLB-owned parcel within Super Neighborhood 52. The project will activate this land for high-quality, climate-resilient affordable housing by engaging residents to co-create three resilient housing floor plans and two site development concepts, guiding a replat to create at least 15 newly configured lots. The planning process will prioritize households earning up to 80% of the Area Median Income (AMI), directly targeting families most vulnerable to displacement and housing insecurity.

HLB will collaborate with the City of Houston Housing and Community Development Department, Houston Community Land Trust (HCLT), financial institutions, and local organizations to achieve these goals. These partnerships will support homebuyer readiness through HUD-certified education sessions, expand affordability through shared equity models, and increase economic participation through initiatives like Development Day, which connects small builders and tradespeople to opportunities. HLB will sustain community engagement through partnerships with the Kashmere Gardens Super Neighborhood Council, churches, youth programs, and civic leaders to ensure broad resident participation.

All home designs will meet or exceed FORTIFIED Gold™ standards, reducing flood and wind damage risk while providing long-term insurance savings to homeowners. Although these standards introduce additional construction and permitting complexity, HLB will mitigate these risks through early collaboration with regulatory bodies, strategic project management, and transparent stakeholder communication. Potential challenges include maintaining affordability amid rising construction costs and coordinating multiple funding sources for implementation, but HLB's proactive planning and longstanding community partnerships position the project for success.

HLB is well-positioned to lead the Rooted in Kashmere Gardens initiative due to its proven track record in land stewardship, resilient housing development, and community-driven planning. With over 500 parcels managed and \$100 million leveraged since 1999, HLB brings deep technical expertise, trusted citywide partnerships, and dedicated staff capacity to this work. Our success in launching programs like Finding Home, the Community Purpose Lot Program, and brownfield revitalization efforts demonstrates our ability to align policy, design, and community priorities. Through governance structures like the Neighborhood Advisory Committee and Brownfields Activation Committee, we ensure ongoing resident input and accountability. With our experience navigating complex regulatory processes and leading inclusive engagement, HLB is uniquely equipped to deliver a high-impact, community-rooted development in Kashmere Gardens.

Connection to Kashmere Gardens

* RFI is committed to working with community connected organizations. In one to three paragraphs, please describe your organization's history and/or your plans to partner with Super Neighborhood 52 residents and organizations to surface and champion community perspectives and solutions.

The Houston Land Bank's commitment to equity and resilience is deeply rooted in community partnership. Kashmere Gardens offers a critical opportunity to advance that mission in a historically underrepresented, high-need neighborhood. Recognizing the area's chronic flooding, aging housing stock, and systemic disinvestment, HLB intentionally acquired the Apache site to expand access to affordable, climate-resilient housing. Building on longstanding relationships with Super Neighborhood 52 leadership and community organizations, HLB ensures that residents drive decision-making and directly benefit from this initiative.

Our team's deep engagement in Kashmere Gardens strengthens this foundation of trust. CEO Christa Stoneham collaborated with SN52 leadership on KHOU's Community Chat. At the same time, Director of Community Development Lindsey Williams was heavily involved in resilience planning efforts with local students and residents to envision a neighborhood hub for recovery and sustainability. These partnerships have shaped HLB's engagement model, reinforced through advisory bodies like the Neighborhood Advisory Committee (NAC) and Brownfields Activation Committee (BAC), ensuring continuous alignment with community priorities. Demonstrating our commitment to bringing expanded resilient solutions and deepening local partnerships, HLB will host a HUD-certified homebuyer workshop in June 2025 and its annual

Development Day event in Kashmere Gardens in October 2025. The homebuyer workshop will connect residents to financial education, down payment assistance programs, and pathways to affordable homeownership. Development Day will introduce local builders, tradespeople, and contractors to development opportunities on HLB-owned land. These events were intentionally slated for Kashmere Gardens to build on our established relationships, expand economic inclusion, and catalyze resident-driven neighborhood revitalization.

Alignment to Rockwell Fund Theory of Change

** In one to three paragraphs, please describe how the work of your organization is aligned to Rockwell Fund's theory of change for your proposal's issue area.*

The *Rooted in Kashmere Gardens* initiative closely aligns with the Rockwell Fund's theory of change by advancing resilient, affordable housing opportunities for residents earning at or below 80% of the Area Median Income (AMI). By activating public land for community-driven redevelopment, the project will produce home designs built to FORTIFIED Gold™ standards and replat the site into 15 newly configured lots, prepared for equitable homeownership and rental opportunities. This approach directly supports Rockwell's priority to create safe, high-quality housing options in historically underserved neighborhoods.

Beyond physical construction, HLB's work advances Rockwell's focus on generational wealth transfer and housing education. Through a HUD-certified homebuyer workshop in June 2025 and partnerships with organizations like the Houston Community Land Trust (HCLT), the initiative will connect residents to financial education, shared equity models, and pathways to long-term affordability. By capping home sale prices and offering below-market lot dispositions, HLB ensures that affordability is achieved and preserved for future generations, building sustainable wealth within the community.

HLB's approach extends beyond individual housing units to foster systemic change. By embedding community voice into every level of the process, from site planning and builder training to neighborhood governance, the initiative models how the community can leverage HLB land disposition and powers for lasting equity and resilience. Through innovative public-private partnerships and resilience-driven construction standards, *Rooted in Kashmere Gardens* creates a replicable framework that advances Rockwell's immediate housing goals and its broader vision for community empowerment and climate adaptation.

Measures of Success

* In one to three paragraphs, please describe how your organization will know you are successful in your proposed work. Consider the following:

- What are the direct measurable results (outputs) of your work?
- What short and long-term goals are you targeting?
- What tools or metrics help to document progress over the short and long term?

HLB will measure success for Rooted in Kashmere Gardens through the depth of community engagement and tangible progress toward development readiness. Over the first 12 months, we will track clear outputs: hosting four public engagement events, engaging at least 80 residents in co-design activities, completing three pre-approved floor plans and two site development concepts, and finalizing a replat of the 1.5-acre site into at least 15 new lots. We will also produce a community engagement toolkit and a published summary report, capturing resident input, preferences, and priorities. HLB will widely share these materials through public meetings, HLB's website, and partner networks to ensure transparency and build momentum for implementation.

In the short term, we aim to expand resident knowledge of resilient housing practices, introduce affordable ownership pathways, and strengthen community trust. We will evaluate success based on increased awareness of FORTIFIED Gold™ standards, enhanced knowledge of shared equity models, and alignment between resident feedback and the final design elements. We will use pre- and post-event surveys, participant demographic tracking, and informal feedback to monitor understanding, trust, and inclusivity shifts. These data points will assess progress and inform real-time adjustments to engagement strategies if needed.

Long-term success will be reflected in the readiness of the Apache site for development, strengthened local partnerships, and the growth of an informed pipeline of prospective homebuyers, builders, and community leaders. Deliverables from this planning phase—including floor plans, replat documents, and community engagement findings—will be used to pursue Year 2 implementation funding and builder recruitment. The continued participation of SN52 residents in HLB's broader initiatives, such as Development Day, the Homebuyer Expo, and Heir Property Workshops, will further demonstrate lasting community investment and support the broader goals of wealth-building and neighborhood stabilization.

* Use the table below to provide specific targets your project seeks to achieve during the grant request period. For more information on defining outputs and outcomes, please review this [resource](#).

Outputs (Direct products of program activities) Short-Term Outcomes (Changes in awareness, knowledge, attitudes, skills, or intentions)

Timeframe	Outputs	Target (# and/or %)
Months 1–4	Community meetings/workshops focused on housing, resilience, and design	4+ public engagement events
Months 1–4	Residents engaged in the co-design process	80+ residents
Months 3–5	Resilient, affordable housing floor plans created	3 floor plans
Months 4–6	Neighborhood-specific site development concepts developed	2 site concepts
Months 6–11	Parcel replat completed to enable future construction	1 recorded replat
Month 11	Community education materials on resilience, affordability, and ownership	1 toolkit or summary resource
Month 12	Final summary report of findings and resident vision	1 published report

Timeframe	Short-Term Outcomes	Target
Months 1–6	Residents understand resilient design and community ownership options	80% report increased awareness
Months 3–6	Community voice reflected in floor plan features and site layout decisions	≥75% alignment with engagement input
Months 1–6	Local trust in HLB and partners increases through transparent, collaborative processes	80% positive sentiment from follow-up survey
Months 7–9	Local stakeholders (e.g., churches, civic clubs) express readiness to support development goals	1+ organization commits to future partnership
Months 10–12	Planning materials used by HLB or partners to pursue funding or predevelopment in SN52	1+ use case (grant, RFP, or implementation step)

BACKGROUND INFORMATION ABOUT THE GRANT APPLICANT

* Answer the following or provide a link to your website where the information may be found. When was the organization established? If not discussed elsewhere, when did each program for which RFI funding is sought commence?

The Houston Land Bank (HLB) was initially established in 1999 as the Land Assemblage Redevelopment Authority (LARA). It was restructured as the Houston Land Bank in 2018 to operate with expanded powers as a local government corporation.

The Finding Home program, which serves as the foundation for the Rooted in Kashmere Gardens initiative, was launched in 2024. The Rooted in Kashmere Gardens project began planning activities in 2025 following the acquisition of the Apache site, marking a focused extension of HLB's resilient housing model into Super Neighborhood 52.

What is the mission statement of the organization?

The Houston Land Bank's mission is to strategically acquire, steward, and return vacant, abandoned, and damaged properties to productive use, catalyzing transformative community and economic development throughout the City of Houston..

Summarize your organization's major programs.

The Houston Land Bank (HLB) operates a portfolio of programs designed to transform vacant, abandoned, and tax-delinquent properties into assets that promote affordable housing, community stability, and equitable development.

- **Traditional Homebuyer Program:** HLB partners with nonprofit and for-profit builders to deliver affordable new construction homes for income-qualified buyers throughout Houston. This program returns vacant land to productive use while expanding access to homeownership opportunities for families earning up to 120% of the Area Median Income (AMI).
- **Finding Home Initiative:** Launched in 2024, *Finding Home* is a resilience-driven affordable housing initiative focused on developing homes that meet FORTIFIED Gold™ construction standards, enhancing protection against flooding, wind, and other climate risks. It promotes resilient homeownership pathways for historically underserved communities.
- **Community Purpose Lot Program:** This program makes vacant lots available to mission-driven organizations, civic groups, and community developers for non-residential uses that support community needs, such as parks, gardens, resilience hubs, and public art spaces.
- **Brownfields Redevelopment Program:** HLB leverages grant funding and partnerships to assess, remediate, and return environmentally challenged properties (brownfields) to

safe, productive uses. The program emphasizes equitable redevelopment with a focus on environmental justice communities.

- **Neighborhood Advisory Committee (NAC):** HLB facilitates a resident-led advisory committee representing diverse neighborhoods across Houston. The NAC advises HLB staff on program priorities and engagement strategies and helps ensure community voices are embedded in organizational decision-making.
- **New Home Development Program:** Through strategic partnerships with builders, developers, and mission-aligned organizations, the City of Houston Housing and Development Department facilitates the construction of high-quality, affordable homes on HLB-owned land. It prioritizes resilient, context-sensitive design and aims to increase affordable homeownership opportunities citywide, particularly in historically underinvested communities.

* Please indicate the criteria below that apply to your organization and respond to the following questions. (Note: We define “senior staff” as staff with decision making authority or management responsibility within the organization.)

☒ 50% of senior staff identify as BIPOC¹

☒ 50% of board members identify as BIPOC

☒ Organization has an executive director/chief executive officer who identifies as BIPOC

What is the organization’s current assessment of its level of staff and board diversity?

The Houston Land Bank (HLB) is deeply committed to equity and representation across its staff and board leadership. Our team reflects the racial and cultural diversity of Houston, one of the most ethnically diverse cities in the country. Currently, 100% of HLB staff identify as Black or Latino, and 75% are women. Many team members bring lived experience from the very communities HLB serves, grounding our work in authenticity and cultural relevance.

Our Board of Directors also reflects this commitment. With 10 of 13 seats currently filled:

- 90% (9 of 10) of board members are BIPOC
- 70% (7 of 10) are women

Board members represent a broad range of real estate, public policy, sustainability, economic development, and community leadership expertise. This intentional diversity aligns with HLB’s mission to revitalize historically disinvested neighborhoods through community-driven, equity-informed governance.

¹ “POC is widely used as an umbrella term for all people of color, but now a different acronym is suddenly gaining traction on the internet—BIPOC, which stands for Black, Indigenous, People of Color. People are using the term to acknowledge that not all people of color face equal levels of injustice. They say BIPOC is significant in recognizing that Black and Indigenous people are severely impacted by systemic racial injustices.” Merriam-Webster Dictionary.

As we fill the remaining three board seats, HLB remains focused on expanding inclusive representation, ensuring our leadership continues to reflect the voices and values of the communities we serve.

What is the organization's current assessment of the diversity of the clients served each program year?

The Houston Land Bank serves a highly diverse client base through its affordable homeownership programs, with a strong focus on historically underserved communities. According to program data from 2019 to 2022:

- **Race/Ethnicity:**
Over 50% of clients identified as African American, with an additional portion identifying as Latino, multiracial, or other. White/Caucasian buyers accounted for approximately 34% of all participants. This reflects assertive outreach and participation among BIPOC communities, particularly in neighborhoods like Acres Home, Sunnyside, and Trinity Gardens.
- **Income Level:**
The majority of homebuyers (over 54%) fell between 50% and 80% of Area Median Income (AMI), with additional representation from households earning below 50% AMI and up to 120% AMI. This confirms HLB's focus on serving low—to moderate-income families who face the greatest barriers to homeownership.
- **Geography:**
Clients primarily came from super neighborhoods with a history of disinvestment and environmental burden, including Acres Home, Sunnyside, Greater Fifth Ward, Trinity Gardens, and Settegast.
- **Household Demographics:**
Most buyers were single-headed households (96 of 141), many of whom represent working families, single parents, or first-time homebuyers. Household sizes varied, with most comprising 1–3 members.

In what areas, if any, does the organization seek more diversity?

While the Houston Land Bank Board of Directors is mainly BIPOC and women, we recognize opportunities to broaden representation further. As we work to fill three open seats, HLB seeks to increase diversity in the following areas:

- **Age and generational diversity**, to include younger leaders with fresh perspectives on housing and community development.
- **LGBTQ+ representation**, to ensure inclusive governance that reflects Houston's full spectrum of communities.
- **Disability representation**, to better inform accessibility and universal design in housing initiatives.

- Professional diversity, including individuals with lived experience in affordable housing or from sectors such as education, public health, or workforce development.

Our goal is to build a board that mirrors Houston's demographics and brings a wide range of lived and professional experiences to guide our equity-centered mission.

Leadership

*Provide the name, title, work bio or history, and contact information for the organization's executive leadership, as well as relevant program and financial staff. If the information for the individuals you list is included on your website, please provide a link.

Title: Chief Executive Officer and President

Years in Position: 3½ years

Phone: 713-780-8682

Email: cstoneham@houstonlandbank.org

Summary of qualifications:

Christa Stoneham is a community development professional with over 15 years of experience. She serves as the Chief Executive Officer and President of the Houston Land Bank (HLB). As a graduate of the only community development program in Texas and having a decade of consistent work within municipalities, Christa has honed her experiences to include: a strong understanding of government processes and procedures; establishing rapport and relationships that lead to strong collaborations with partners; fundraising for sustainable impact projects; procuring resources that help expand access and equity; and enhancing communication and connection with disengaged, underserved and under-resourced communities. Ms. Stoneham understands and implements the leadership and stewardship needed to maximize neighborhoods' full potential.

Name: Melanie Young

Title: Operations Director

Years in position: 1 Year

Phone: 713-425-9088

Email: myoung@houstonlandbank.org

Summary of qualifications:

Melanie Young is a seasoned operations and technology leader with over a decade of experience in project management, digital transformation, and community development. She brings expertise in real estate development, strategic planning, and lean implementation of transformative projects. Melanie's background includes leadership roles with organizations such as Accenture, where she managed large-scale initiatives and optimized business processes. Melanie brings her skills and passion for sustainable development to her role as Director of Operations at the Houston Land Bank, where she aims to further neighborhood revitalization efforts across Houston.

Commented [CS1]: @Melanie Young Please complete

Name: Isai Mendez

Title: Finance Director

Years in position: 2.8 months

Phone: 713-314-0525

Email: imendez@houstonlandbank.org

Summary of qualifications:

Isai joined HLB as a contract consultant in November 2022 and moved into a full-time role as Finance Director in February 2023. Prior to HLB, Isai was an auditor and outsourced controller for NCTP CPAs LLP, where for the past seven years, he specialized in serving local non-profit organizations in the Houston area. Isai received his Bachelor of Science in Accounting from the University of Houston – Clear Lake and a Non-profit Finance Management certification from Rice University.

Name: Lindsey Williams

Title: Community Development Director

Years in position: 2.6 months

Phone: 713-253-4434

Email: lwilliams@houstonlandbank.org

Summary of qualifications:

Lindsey Slay Williams is a community development leader with over a decade of experience advancing equitable housing, public land stewardship, and resilient neighborhood revitalization. As Director of Community Development for the Houston Land Bank, she leads programs in affordable housing, brownfield redevelopment, and strategic partnerships, including securing a \$5.5 million EPA Brownfields grant and launching initiatives like the Community Purpose Lot Program and Finding Home. Previously, she served as a Senior Planner for the City of Houston, managing projects under Mayor Sylvester Turner's Complete Communities Initiative and co-leading award-winning affordable housing efforts. Lindsey holds architecture degrees from Prairie View A&M University and has served in leadership roles with AIA Houston, the Texas Society of Architects Board, and the National Organization of Minority Architects (NOMA) Houston Chapter, where she has championed equity, design justice, and emerging professional development across the field.

Name: Donesha Albrow

Title: Program Manager

Years in position: 4 years

Phone: 713-253-4434

Email: dalbrow@houstonlandbank.org

Summary of qualifications:

Donesha Albrow brings her passion for community development and her expertise in real estate to her role as Program Manager at the Houston Land Bank, a position she assumed in 2021. In this capacity, she plays a pivotal role in executing the organization's mission to revitalize Houston's neighborhoods by strategically acquiring, disposing, and overseeing vacant, abandoned, and damaged properties, ensuring they are put to productive use.

With a keen eye for efficiency, Donesha meticulously manages operational processes and procedures to optimize program delivery. Her commitment to innovation shines through as she actively contributes to the development of new initiatives that align with the organization's goals, fostering community development and empowerment. Additionally, she establishes and monitors metrics and key performance indicators to gauge the impact and success of Houston Land Bank's programs, ensuring they make a meaningful difference in the lives of Houstonians.

Financial Information

In addition to providing the financial attachments listed on the application checklist, complete the following financial questions.

* Indicate your organization's fiscal year: ☐ Calendar ☒ Other (specify):

July 1- June 30

* Complete the following table for the organization's sources of revenue and net assets using information from your last full fiscal year-end financial statements, audited if possible.

Revenue/Source Type	Revenue (in dollars)	Revenue (in %)
Government	\$2,187,847	73%
Corporations	\$50,916	2%
Foundations		
Individuals		
Earned Revenue (e.g. tuition, client fees, sales from social enterprise)	\$737,634	25%
Fundraising events (ticket sales, sponsorships, cash donations)		
Other Revenue		
Total Revenue		100%

Net Assets	Total (in dollars)
Unrestricted Net Assets	\$14,518,549
Restricted Net Assets	\$48,750

* List the following amounts for the current fiscal year(s) you are seeking funding.

1. Organizational budget: \$2,705,299
2. Amount raised to date: \$700,841
3. Program budget (if applicable):
4. Program budget raised to date (if applicable):

Commented [CS2]: @Isai Mendez

Commented [IM3R2]: done

Optional Feedback for Rockwell

As Rockwell Fund engages in our place-based grantmaking with Super Neighborhood 52, we aim for a streamlined application process and are open to suggestions to improve it.

Please comment on anything that was unclear, confusing or burdensome as part of this application process. You can provide your feedback here or in an email to grantsinfo@rockfund.org.

Thank you for offering an opportunity to share feedback. The Rockwell Fund application process was clear, straightforward, and thoughtfully aligned with the goals of place-based grantmaking in Super Neighborhood 52. The prompts helped frame our proposal and encouraged meaningful reflection on outcomes and community partnerships. Overall, the process was accessible and well-organized. We appreciate Rockwell's commitment to supporting community-connected organizations and making the process applicant-friendly.