

CAUSE NO. D-1-GN-20-003520

CITY OF HOUSTON,	)	IN THE DISTRICT COURT OF
	)	
Plaintiff,	)	
	)	
v.	)	TRAVIS COUNTY, TEXAS
	)	
TEXAS GENERAL LAND OFFICE; and	)	
GEORGE P. BUSH, in his official capacity	)	
As Texas Land Commissioner,	)	
	)	
Defendants.	)	<u>53RD</u> JUDICIAL DISTRICT

**PLAINTIFF’S VERIFIED ORIGINAL PETITION AND  
APPLICATION FOR TEMPORARY RESTRAINING  
ORDER AND TEMPORARY AND PERMANENT INJUNCTIONS**

Plaintiff, the City of Houston (the “City”) files this Verified Original Petition and Application for Temporary Restraining Order and Temporary and Permanent Injunctions against Defendants the Texas General Land Office (the “GLO”) and George P. Bush, in his official capacity as Texas Land Commissioner (the “Commissioner” and together with the GLO, “Defendants”) as follows.

**I. INTRODUCTION**

The City has been required to file this suit seeking injunctive relief to stop the GLO from wrongfully taking over \$1.2 billion in funds that the United States Department of Housing and Urban Development allocated to be spent for the residents of the City that lost their homes in Hurricane Harvey. The City and the GLO have a contract that governs the legal rights and responsibilities between them, and the GLO is acting in violation of that contract while jeopardizing the City’s efforts to take care of Hurricane Harvey’s victims. Because the GLO is acting unilaterally in violation of the contract between the parties and the Fair Housing Act, the City has filed this lawsuit and is asking this Court for injunctive relief to preserve the status quo.

## **II. NATURE OF THE ACTION**

1. This case relates to Hurricane Harvey disaster relief funds awarded by the United States Department of Housing and Urban Development (“HUD”) pursuant to its Community Development Block Grant Disaster Relief 17 (“CDBG-DR”) program.

2. On or about February 9, 2018 and August 14, 2018, the federal government allocated the total amount of \$5,676,390,000 to the State of Texas (the “State”) to be used for disaster relief efforts related to Hurricane Harvey. The federal government later specifically allocated \$1,175,954,338.00 for the City of Houston.

3. On or about January 4, 2019, the City entered into a binding contract with the GLO titled GLO Contract No. 19-147-001-B489 (the “Initial Contract”) through which the City was awarded \$1,175,954,338.00 to administer to Houstonians. On or about December 26, 2019, the Initial Contract was amended by the mutual consent of the GLO and City pursuant to an agreement titled “Amendment No. 1 to GLO Contract No. 19-147-001-B489” (“Amendment”). Through the Amendment, the City was provided additional funding for a total subrecipient award of \$1,275,878,041.00. Collectively, the Initial Contract and Amendment are referred to herein as the “Contract.”

4. After completing a thorough local needs analysis, the City implemented its Hurricane Harvey programs, which have been successful and are on track to expend all federal funds by 2024, the current end date of the Contract.

5. In April 2020, Commissioner Bush advised the City that the GLO planned to eliminate all funding to the City under the Contract and to transfer all responsibility for administering disaster assistance in the City to the GLO—despite the City’s significant progress administering its programs. The GLO is wrongfully attempting to accomplish this transfer through a purported Amendment 7 to the Action Plan (the “Proposed Action Plan Amendment”), which has not yet been submitted to HUD.

6. In the meantime, the GLO has begun illegally operating its own parallel disaster relief programs in the City and has threatened not to reimburse the City for expenditures authorized under the Contract.

7. The GLO's actions violate numerous provisions of the Contract. Further, the GLO's attempted takeover of CDBG-DR funding in the City, together with its illegal operation of the parallel GLO programs in the City, are irreparably injuring the City and its residents by preventing City residents from obtaining necessary disaster relief and creating confusion as to whether to follow the City's or the GLO's requirements for grant applications.

8. Moreover, the GLO's programs do not affirmatively further fair housing in the City, are inconsistent with the City's HUD-required analysis of unmet needs with respect to protected classes, and therefore violate the Fair Housing Act. The City's programs are specifically designed to address fair housing obligations and to distribute funding in a manner that promotes racial justice and equality. Yet the GLO's illegal program operations in the City to date do not reflect this same design and priorities.

9. Accordingly, based on the GLO's breach of the Contract and *ultra vires* actions, the City is entitled to a declaratory judgment that the GLO's conduct violates the Contract and applicable law and an injunction prohibiting Defendants from submitting an action plan to HUD that violated the terms of the Contract, from interfering with the City's CDBG-DR programs, from operating CDBG-DR programs within the City, and from transferring control over CDBG-DR programs to the GLO.

### **III. PARTIES AND SERVICE OF PROCESS**

10. Plaintiff is a home-rule municipality.<sup>1</sup>

---

<sup>1</sup> In accordance with Tex. Loc. Gov't Code Ann. § 9.008(b) (West), the City asks this Court to take judicial notice of the provisions of Houston's published Charter, and the City's status thereunder as a Texas home-rule city.

11. The GLO is the agency appointed by the State to serve as the pass-through entity for Hurricane Harvey disaster funds awarded by HUD. It may be served with process through Commissioner George P. Bush at its principal place of business and mailing address, 1700 Congress Ave, Austin, TX 78701.

12. The Commissioner may be served with process at his principal place of business and mailing address, 1700 Congress Ave, Austin, TX 78701.

#### **IV. DISCOVERY CONTROL PLAN**

13. Pursuant to Tex. R. Civ. P. 190.4, the City intends that discovery be conducted under Level 3.

#### **V. JURISDICTION AND VENUE**

14. This Court has jurisdiction over the GLO and Commissioner because they do business in Travis County, Texas and/or reside or have their principal places of business in Texas. In addition, the GLO agreed to submit to the jurisdiction of the Travis County District Court in the Contract. The subject matter in controversy is within the jurisdictional limits of this Court, and the Court has jurisdiction over this action pursuant to Tex. Const. art. V, § 8; Tex. Gov't Code Ann. § 24.007-24.008 (West); and the Texas Uniform Declaratory Judgments Act, Tex. Civ. Prac. & Rem. Code Ann. § 37.001 (West), *et seq.*

15. Venue is mandatory in the District Court of Travis County, Texas because this lawsuit seeks injunctive relief against the GLO and Commissioner Bush. Tex. Civ. Prac. & Rem. Code Ann. § 65.023 (West). Venue is also proper in Travis County, Texas because it is the place of the GLO's principal office in this state. Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(3) (West).

16. The amount in controversy exceeds \$250,000.

## **VI. FACTUAL BACKGROUND**

### **The Federal Disaster Award and Subrecipient Contract**

17. On or about February 9, 2018 and August 14, 2018, the federal government issued Allocations, Common Application, Waivers, and Alternative Requirements for 2017 Disaster Community Development Block Grant Disaster Recovery Grantees, 83 FR 5844-01 (the “Notice”), which awarded Federal Award Nos. B-17-DM-48-0001 and B-18-DP-48-0001 (together, the “CDBG-DR Award”) in the total amount of \$5,676,390,000 to the State to be used for disaster relief efforts related to Hurricane Harvey.

18. GLO is the State agency generally responsible for the administration of the CDBG-DR Award.

19. On or about January 4, 2019, the City entered into the Initial Contract through which the City was awarded \$1,175,954,338.00 to be used as set forth in Attachment A to the Initial Contract. A true and correct copy of the Initial Contract is attached hereto as Exhibit 1.

20. On or about December 26, 2019, the Initial Contract was amended by the mutual consent of the GLO and City pursuant to the Amendment. Through the Amendment, the City was provided additional funding for a total subrecipient award of \$1,275,878,041.00. A true and correct copy of the Amendment is attached hereto as Exhibit 2. The Initial Contract, as amended, is referred to herein as the “Contract.”

21. Attachment A to the Contract, later amended and renamed Attachment A-1, provides that the funds will be used in certain specified amounts for certain specified programs (with such funding and programs collectively defined in Section 1.04 of the Contract as a “Program”).

22. Use of the CDBG-DR Award in the City is further governed by, among other things, the State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1 (the “Action Plan”).

23. Pursuant to the Contract, which is effective through August 16, 2024, the City processes grant applications for multifamily and single-family projects and then awards CDBG-DR funds to recipients.

24. In April 2020, the GLO advised the City that it planned to eliminate all funding to the City under the Contract and to transfer all responsibility for administering disaster assistance in the City to the GLO. GLO cited no law, no contract right, or HUD regulation that authorized it to exercise control over the City's sub-recipient funding. It simply asserted (over the City's objection) the entitlement to, by fiat, assume control of the programs. GLO never provided any contractual notice of any default by the City. To the extent GLO asserts any basis, its hostile takeover presumably rests on a purported Amendment 7 to the Action Plan (the "Proposed Action Plan Amendment"), which has not yet even been submitted to, much less approved by, HUD. In the meantime, the GLO proclaimed in writing its intent and purported entitlement to withhold funding on all City programs and also began operating its own parallel, yet inconsistent (and more importantly) unapproved disaster relief programs in the City. In furtherance of its plan to intimidate the City, GLO has repeatedly threatened not to reimburse the City for expenditures authorized under the Contract.

25. The GLO's actions violate numerous provisions of the Contract. Section 1.01(a) requires that the City, not the GLO, perform the relevant work on the Programs. Section 2.03 provides that amendments increasing or decreasing the subaward amount, or adding or deleting Programs, may be made only by written agreement of the parties and only through a formal amendment process. Numerous provisions of the Contract clearly explain that only the federal government—not the GLO— has the power to discontinue funding. Finally, in the event of an alleged default, Article 3.03 requires the non-defaulting party to give notice to the defaulting party and to provide a 30-day period to cure. GLO has provided no such notice nor any opportunity to cure.

26. Even if the Contract did not preclude the GLO from operating CDBG-DR programs within the City, applicable law—including the Notice—would still require the GLO to obtain HUD’s approval of any Action Plan amendment prior to implementing such an activity. To date, HUD has not approved the Proposed Action Plan Amendment.

### **Applicable Provisions of the Federal Register Notice**

27. Use of the CDBG-DR Award is governed by, among other things, the Notice.

28. The Notice requires a grantee to submit to HUD an “action plan” describing the programs the grantee intends to operate with CDBG-DR funds and demonstrating that the programs conform to the requirements specified in the Notice.

29. The Notice further requires a grantee to conduct an assessment of unmet needs in its jurisdiction and to identify how the CDBG-DR funds will be used to address those unmet needs.

30. The Notice further states that the action plan must assess how planning decisions may affect members of protected classes, racially and ethnically concentrated areas, and concentrated areas of poverty.

31. The Notice further states that the action plan must describe how the grantee will leverage CDBG-DR funds with funding provided by other federal, state, local, private, and nonprofit sources to generate a more effective and comprehensive recovery.

32. The Notice further states that the action plan must include sufficient information for all interested parties to understand and comment upon the plan and, if applicable, to prepare responsive applications.

33. The Notice further states that grantees are expected to amend their action plan as conditions change. The beginning of every amendment must include a section that identifies exactly what content is being added, deleted, or changed; a chart or table clearly illustrating where funds are coming from and where they are moving to; and a revised budget allocation table that reflects the entirety of all funds, as amended.

34. The Notice further requires a grantee to include with its action plan a certification that, among other things, the plan is authorized under state and local law and that the grantee, and any entity or entities designated by the grantee, and any contractor, subrecipient, or designated public agency carrying out an activity with CDBG-DR funds, possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and the Notice.

#### **Relevant Provisions of the Contract**

35. In 48 of the 49 counties affected by Hurricane Harvey, the GLO directly administers CDBG-DR funds and related programs, except for those portions of Fort Bend and Montgomery counties that fall within the City limits.

36. In Houston, however, such programs are administered by the City pursuant to the Contract.

37. Article 1.01(a) of the Contract provides in relevant part: “Subrecipient [the City] shall perform, or cause to be performed the Programs listed in Attachment A, as applicable, in the City of Houston (the “Project”).” The Contract does not permit the GLO to perform such Programs.

38. Article 2.03 of the Contract provides in relevant part: “Amendments to decrease or increase the subaward amount or to add or delete a Program may be made only by written agreement of the parties under the formal amendment process described in Article 8.15 below.”

39. Article 8.15 similarly provides that “[a]mendments to decrease or increase the subaward, to add or delete a Program, to extend the term of the Contract, and/or to make other substantial amendments to the Contract may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of a Program, the GLO shall issue a close-out letter pursuant to Article 2.03.”



40. The Contract defines the term “Program” as “each community Development Block Grant Disaster Recovery program administered by the City of Houston and listed in attachment A.” Attachment A to the Contract, later amended and renamed Attachment A-1, identifies the following Programs to be completed by the City with the following funding amounts:

<b>Program</b>	<b>Total</b>
Homeowner Assistance Program	\$ 427,900,063
Single Family Development Program	\$ 222,269,086
Multifamily Rental Program	\$ 350,050,472
Small Rental Program	\$ 66,686,282
Homebuyer Assistance Program	\$ 23,688,328
Buyout Program	\$ 40,800,000
Public Services	\$ 60,000,000
Economic Revitalization Program	\$ 30,264,834
Houston Planning	\$ 23,100,000
Houston Housing Administration	\$ 31,118,976
<b>Total</b>	<b>\$ 1,275,878,041</b>

41. While Article 3.02 of the Contract provides for early termination “[i]n the event the State of Texas or HUD eliminates funding under this Contract or the CDBG-DR Program is assigned to another state agency[.]” the Contract makes clear in several other sections that such decisions are the prerogative of the federal government, not the GLO.

42. For example, Article 5.01 of the Contract, entitled “**FEDERAL FUNDING**,” provides that “funding for this Contract” is provided by the federal government and that “fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency.” Article 5.02 of the Contract makes clear that the funding of the Contract is not a responsibility of the State of Texas and provides that “this Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO[.]”

43. The definitions section of the Contract, Article 1.04, also emphasizes that the federal government is providing funding for the Contract and not the GLO. The term “Subrecipient” is defined as the “City of Houston, a recipient of federal CDBG-DR funds through the GLO as a pass-through funding agency.”

44. Article 8.08 of the Contract provides, in relevant part, the Subrecipient “shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract.”

45. Accordingly, the Contract does not empower GLO to unilaterally stop the flow of CDBG-DR funding from HUD to the City or to unilaterally operate CDBG-DR programs in the City.

### **The City’s Analysis of Unmet Needs**

46. Pursuant to the Notice, the City conducted a fulsome analysis of unmet needs of its citizens related to damage from Hurricane Harvey. The City’s analysis demonstrated, in relevant part, that areas with the most social vulnerability also have resident families that are predominately people of color. Unmet needs are most concentrated among low-income and very-low-income families. The City’s plan for addressing unmet needs focuses on vulnerable populations who are often protected classes, including persons with disabilities.

47. While the GLO in its Action Plan purports to have conducted a state-wide analysis of unmet needs, the GLO’s Action Plans adopts and reflects the City’s analysis of unmet needs. Such adoption is obviously appropriate since the City’s analysis was much more detailed and specific than the GLO’s state-wide analysis that aggregated data and information.

### **The City’s Administration of CDBG-DR Funds**

48. Using the funds granted under the Contract, the City operates several programs to restore and construct multifamily and single-family residential properties and to assist low-income homeowners and renters to recover from the devastation of hurricane Harvey.

49. The City's multifamily programs provide loans to multifamily developers who agree to reserve a certain number of units for families earning at or below certain income levels. The funding can be used to rehabilitate existing apartment buildings or to build new apartment buildings in the City. The buildings must be constructed or renovated in a manner to withstand future storm damage. The City structured its multifamily application process to attract proposals for housing in numerous different neighborhoods in the City. In addition, the City required that contractors pay a minimum wage of \$15 per hour together with various safety and training requirements. To date, the City has announced multifamily loans totaling approximately \$330 million for 30 developments. The City is processing applications for 1 additional development that will utilize the remainder of the \$350 million allocated for the relevant program in the coming weeks.

50. With respect to single-family properties, the City operates two programs: Homebuyer Assistance (for Harvey-impacted renters) and Homeowner Assistance (for Harvey-impacted homeowners). These programs have already fully served 234 homeowners, with another 246 families submitted to or approved by GLO and currently being served. At the current pace, the City will serve 1000 families for each of the next 4 years before the end of the Contract, for an estimated total of 4,480 families served.

### **The GLO's Unlawful Efforts to Hamper and Eliminate the City's CDBG-DR Programs**

51. In a letter dated April 22, 2020, the GLO advised the City of its intent to "eliminate all funding to the City under the Contract and transfer all responsibility for administering disaster assistance to City residents to the GLO." The letter posited, with no support, that the GLO was taking this action because the City had not disbursed CDBG-DR funds quickly enough. Presumably, this conclusory assertion reflects the mere subjective political assessment of the Commissioner. Since April 2020, the City has been in discussions with the GLO to resolve their differences and to try and avoid the need for litigation. Those discussions have been unsuccessful,

and the City has been forced to file this lawsuit and to seek injunctive relief to preserve the status quo.

52. On or about June 1, 2020, the GLO published the Proposed Action Plan Amendment. The relevant provisions of the Proposed Action Plan Amendment are not entirely clear. However, based on the April 22, 2020 letter and subsequent conversations between the City and the GLO, the City understands that the Proposed Action Plan Amendment would eliminate the City's CDBG-DR programs and give the GLO authority to directly administer its own programs in the City.

53. However, the Contract does not allow the GLO to implement such a sweeping, unilateral change. The federal government has not eliminated funding for any of the Programs identified in the Contract. Accordingly, Article 3.02 of the Contract does not empower the GLO to terminate the Contract. Rather, the Contract forbids the GLO from unilaterally diverting CDBG-DR funds to other programs or to the GLO's own use. The City obviously does not consent to any such changes.

54. Further, the GLO has not issued any default notices to the City (nor can it) because the City has complied with the terms of the Contract. It is the GLO that has breached the Contract through its improper attempt to reduce funding.

55. The GLO has further breached the Contract by interfering with the City's attempts to fulfill its program obligations under the Contract and by running its own parallel program within the City which has not been approved by HUD and does not comply with the law. Among other things, the GLO has established offices to operate its program in the City, advised Houston applicants to file applications with GLO, advised Houston applicants not to work with the City, and executed contracts worth approximately \$100 million related to the GLO administering its own disaster recovery program in the City. The GLO's program also ignores the City's analysis

of unmet needs, seeks to distribute funds in contravention of these unmet needs, and therefore violates the Fair Housing Act.

56. This interference can be seen on the GLO's website, which states that "Houston homeowners with a remaining Hurricane Harvey Housing need that have not applied to the City of Houston may apply to the GLO."

57. The GLO has also commandeered 3,000 City files to process without City participation, and upon information and belief, has notified all 3,000 homeowners identified in the files that they should apply to the GLO for CDBG-DR funding.

58. The GLO has also threatened not to reimburse the City for further expenses the City incurs pursuant to the Contract.

59. Further, throughout the history of the City's CDBG-DR programs, the GLO has purported to impose requirements on the City that are completely unrelated to any HUD requirements, especially with respect to the City's single-family home repair program. The GLO failed to communicate these additional requirements at the beginning of the program, instead using "Requests for Information" to reject files the City submitted. The GLO repeatedly changed its review and approval process in order to continue rejecting files.

60. Further, even if the Contract allowed the GLO to revoke the City's CDBG-DR funding by way of an amendment to the Action Plan—and the Contract does not—any such amendment would require approval from HUD, which has not been provided.

61. For these reasons, among others, the City sent the GLO a default notice on April 28, 2020, notifying the GLO that any attempt to eliminate funding through an amended action plan would be a breach of the Contract.

62. The City sent another default notice to the GLO on May 12, 2020 alerting the GLO that its improper operation of a homeowner program within the City, and its threats not to reimburse the City for authorized expenditures, further breached the Contract.

63. On June 30, 2020, the City, along with a dozen other entities, submitted to the GLO public comments in opposition to the Proposed Action Plan Amendment.

### **Injuries Caused by the GLO's Unlawful Conduct**

64. The GLO's unlawful actions are irreparably injuring or threatening to irreparably injure the City in numerous ways.

65. Certain option contracts are currently in place to purchase specific parcels of real property to build or renovate multifamily housing. These contracts depend on funding to which the City is entitled under the Contract. The loss of these properties, some of which are located in high-income areas, cannot be remedied by money damages. The value of these properties to the City comes from their specific location, from specific approvals, and from the support of the community and elected officials required to develop them.

66. Further, the City's single-family home repair program prioritizes elderly, low-income families, with special priority given to those who are both elderly and disabled. Any delay in CDBG-DR assistance creates a risk that such households may never receive the assistance, given the risk that the homeowner may pass away in the interim. Given the prioritization of such households, the City has faced this issue regularly.

67. The City's single-family home repair program also prioritizes homes with life-threatening issues. These homes are in such a state of disrepair that they threaten the health and safety of any homeowners living there. The City has received approximately 398 requests to escalate or expedite due to health and safety concerns, approximately 219 of which were indeed escalated after an inspection. Out of the 304 homes the City has submitted to the GLO, 52 have been escalated due to health and safety concerns. Any elimination in CDBG-DR funding, when combined with the real likelihood that the GLO would not prioritize these same homeowners, creates a risk to these homeowners' health and safety in the form of exposure to lead, mold, asbestos, the elements, and increased risk of fire.

68. The GLO does not have any public service program that provides services beyond housing repair and multifamily development. The City recognizes that in addition to housing repairs, low-income, vulnerable families need assistance to recover from the financial, legal, and emotional trauma caused by Hurricane Harvey. The City's Public Services program provides funding for Houstonians impacted by Harvey who need financial planning and coaching, case management, mental health services, housing counseling, job training, homeless case management, substance abuse treatment, or assistance recovering from domestic violence. These necessary interventions are time sensitive. Without timely interventions, Houstonians needing this additional assistance will be irreparably harmed.

69. The City also operates a buyout program targeted at removing apartments that sit in the City's floodway. The City is in the process of negotiating such buyouts with willing sellers. However, uncertainty about the future of the CDBG-DR funding could cause these sellers to sell to another buyer. Money damages cannot compensate for the lost opportunity to remove low-income residences from the dangerous floodway. Thus, the GLO's actions threaten to keep some of Houston's most vulnerable residences in the pathway of flood waters during the next major storm.

### **The GLO's Actions Violate Fair Housing Requirements**

70. The City's programs were specifically designed to address fair housing issues and seek to redress the negative impacts found relating to members of protected classes within the City, as reflected in the analysis of unmet needs and as required by the Notice. The GLO has sought to adopt the City's analysis of unmet needs. The GLO's programs, however, were not designed to address the unmet needs or fair housing obligations reflected in the City's unmet needs analysis. Accordingly, the GLO's illegal programs do not affirmatively further fair housing in the City, are inconsistent with the City's HUD-required analysis of unmet needs with respect protected classes, and therefore violate the Fair Housing Act.

**The GLO's Purported Justification for Eliminating the City's CDBG-DR Programs and the GLO's Failure to Properly Administer its Own Programs**

71. As noted above, the GLO's purported reason for its attempted takeover is that the City is not allocating CDBG-DR funds quickly enough.

72. As an initial matter, the Contract does not include any specific timeline for when funds must be disbursed. While the Contract includes amounts to disburse and reflects an expectation of timeliness, it contains no deadlines or other metrics in that regard.

73. In any event, \$446 million (35%) of the total funds allocated to the City have already been designated for use at specific properties or projects. As indicated above, this includes nearly all of the Multifamily Rental Family Program funds, which constitute the second-largest of all the Programs administered by the City.

74. Another \$153 million of the \$446 million is already under a signed contract that obligates its use to deliver recovery services, with more contracts being signed on a weekly basis. This amount does not include contracts for third-party vendors.

75. These accomplishments have been achieved in the first one and one-half years of the Contract; the City has another four years to timely disburse the remainder of the funds.

76. Further, the City—unlike the GLO—makes a serious effort to comply with the Notice by addressing concerns related to fair housing, affordability, resiliency against future storms, leverage of funding, and quality of location. When these factors are considered, the City's programs are far more effective than the CDBG-DR programs the GLO operates in the areas under its control.

77. If anything, it is the GLO that has repeatedly demonstrated that it cannot meet HUD's requirements or properly administer CDBG-DR programs.

78. Two years ago, as the GLO was drafting its own plan for the CDBG-DR funds, it failed to provide appropriate community engagement within Houston and Harris County, which



represent half of the state's total residential damage from Harvey. Due to this failure, HUD directed the GLO to allow the City to submit its own action plan. As directed by HUD and agreed by Defendants, the GLO serves as a passthrough entity whose only role is to ensure compliance with HUD regulations.

79. Further, the CDBG-DR programs the GLO administers lag far behind the City's programs in terms of affordability, leveraging of other funding sources, resiliency against future storms, and workforce training and safety. This is despite the fact that GLO has access to more than twice as much CDBG-DR funding as the City. The shortcomings of the GLO's programs have led to a pending fair housing lawsuit against GLO and HUD in this district. These shortcomings will affect the City and its residents if the Proposed Action Plan Amendment takes effect.

80. Further, GLO has on several occasions, through its submission of various Action Plan amendments, falsely certified to HUD that it possesses legal authority to implement the GLO's illegal, parallel programs in Houston and that the programs at issue and the activities to be undertaken with CDBG-DR funds are consistent with the Action Plan. To date, the GLO has never submitted to HUD an Action Plan amendment or received approval for operation of its own programs within the City.

81. Finally, the Proposed Action Plan Amendment fails to comply with the Notice because, among other reasons, it is self-contradictory, it does not include sufficient information for interested parties to understand and comment upon the amendment, it does not contain a sufficient impact and unmet needs assessment, it does not explain how any such assessment has informed the new activities and program revisions identified in the amendment, and it does not provide the relative importance of the criteria to be used in selecting applications for funding.

## **VII. CAUSES OF ACTION**

### **BREACH OF CONTRACT**

82. The City hereby incorporates the prior paragraphs of this Petition.

83. The Contract is a valid and enforceable agreement between the GLO and the City.

84. The City has complied with its obligations under the Contract.

85. The GLO's actions violate numerous provisions of the Contract. Article 1.01(a) requires that the City, not the GLO, perform the relevant work on the Programs. Article 2.03 provides that amendments increasing or decreasing the subaward amount, or adding or deleting Programs, may be made only by written agreement of the parties and only through a formal amendment process. And while Article 3.02 provides for early termination of the Contract in the event that funding is eliminated, numerous other provisions of the Contract clearly explain that the federal government—not the GLO—the power to discontinue funding.

86. Finally, in the event of an alleged default, Article 3.03 requires the non-defaulting party to give notice to the defaulting party and to provide a 30-day period to cure. To date, the GLO has not provided any such notice or opportunity to cure.

87. The GLO has breached the Contract by affirmatively taking steps to unilaterally eliminate the City's CDBG-DR programs; by operating its own unlawful, parallel program in the City; by imposing inappropriate requirements on the City; by threatening not to reimburse the City for its expenses authorized under the Contract; and by failing to follow the default process in the Contract, which is a prerequisite for terminating the Contract.

88. GLO's breach of contract has caused damage to the City's operation of its CDBG-DR programs and the City's ability to render necessary disaster relief to Houstonians.

89. Accordingly, the City is entitled to injunctive and declaratory relief.

90. The Texas Legislature has waived the GLO's sovereign immunity regarding the Contract. In Tex. Civ. Prac. & Rem. Code Ann. § 114.003, the Legislature waived the sovereign

immunity of state agencies for breach of express provisions of contracts the state agencies entered into. Tex. Civ. Prac. & Rem. Code Ann. § 114.003 (“A state agency that is authorized by statute or the constitution to enter into a contract and that enters into a contract subject to this chapter waives sovereign immunity to suit for the purpose of adjudicating a claim for breach of an express provision of the contract, subject to the terms and conditions of this chapter.”).

91. Tex. Civ. Prac. & Rem. Code Chapter 114 applies to the GLO and the Contract because this lawsuit is a “claim for breach of a written contract for engineering, architectural, or construction services or for materials related to engineering, architectural, or construction services brought by a party to the written contract, in which the amount in controversy is not less than \$250,000, excluding penalties, costs, expenses, prejudgment interest, and attorney's fees.” Tex. Civ. Prac. & Rem. Code Ann. § 114.002. Therefore, the Texas Legislature has waived the GLO’s sovereign immunity in this case.

### **ULTRA VIRES**

92. The City hereby incorporates the previous paragraphs of this Petition.

93. The City asserts an ultra vires claim against the Commissioner pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 37.001 *et seq.*

94. The Commissioner’s actions to eliminate all funding under the Contract were taken without authority and in violation of applicable laws.

95. In addition, the Commissioner’s action to take over the Houston single-family program by contacting residents, setting up shadow offices, advising Houston applicants to refile applications with GLO, advising Houston applicants not to work with the City, and executing \$100 million contracts to administer the GLO’s disaster recovery program within the City were taken without authority and in violation of applicable laws, including the Notice and the Action Plan.

96. Equally important, Commissioner Bush's actions to slow walk City submissions and not expeditiously review and approve City housing applications were taken without authority and in violation of applicable laws, including the Action Plan.

97. Finally, Commissioner Bush's actions and threats to deny the City reimbursement costs incurred related to Houston's direct allocation of disaster recovery funds were taken without authority and in violation of applicable laws, including the State Action Plan.

### **DECLARATORY JUDGMENT**

98. The City hereby incorporates the prior paragraphs of this Petition.

99. The Uniform Declaratory Judgments Act ("UDJA") is remedial in nature. It is intended to settle and afford relief from uncertainty and insecurity with respect to rights under a statute and must be liberally construed to achieve that purpose.

100. An actual controversy exists between the City and Defendants with respect to the GLO's ability to eliminate the City's CDBG-DR programs; the legality of the GLO's parallel CDBG-DR program in the City; the City's right to be reimbursed for Contractually authorized expenses; the requirement that the GLO issue a default notice to the City and provide the City with an opportunity to cure before terminating the Contract; and the need for HUD to approve any amendments to the Action Plan.

101. Pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 37.001 *et seq.*, the City seeks a declaratory judgment that the GLO cannot eliminate the City's CDBG-DR programs, that the GLO's parallel CDBG-DR program in the City is unlawful, and that the City is entitled to reimbursement for its previously approved expenses.

### **VIII. APPLICATION FOR TEMPORARY RESTRAINING ORDER**

102. The City hereby incorporates the prior paragraphs of this Petition.

103. The City is likely to prevail on the merits of this Petition for the reasons explained above.

104. The City and its residents are currently suffering irreparable harm because the GLO is improperly interfering with the City's CDBG-DR programs and is unlawfully operating its own parallel program. This is preventing the City's residents from promptly obtaining needed relief, is threatening the health and safety of the City's residents, is threatening the City's ability to acquire specific parcels of real property, is creating confusion as to whether the GLO or the City has authority to administer CDBG-DR programs, and is creating confusion as to whether to follow the City's or the GLO's requirements for grant applications.

105. Additionally, the GLO and Commissioner Bush's threats to not reimburse the City for program activities undertaken by the City pursuant to the Contract jeopardizes the City's ability to service residents to whom services are currently being rendered, including ongoing processing of applications and construction of hundreds of homes.

106. The public interest favors injunctive relief because the City's programs more effectively provide disaster relief while ensuring length and degree of affordability, leveraging of other funding sources, resiliency against future storms, and workforce training and safety. Further, the City already has its CDBG-DR programs fully operational, and thus is in the best position to continue to administer and disburse assistance. Further delays would occur if the GLO required the City to cease its programs and replaced some of the City's programs with GLO programs. In addition, there are some City programs for which GLO does not have its own similar programs, meaning that those programs would cease entirely.

107. The balance of equities favors the City's position because the GLO's conduct, together with the Proposed Action Plan Amendment, threaten to drastically alter the status quo by eliminating the City's CDBG-DR programs.

108. Accordingly, the City has demonstrated that the City and its citizens will suffer probable, imminent and irreparable harm without the entry of a temporary restraining order prohibiting Defendants from submitting to HUD an Action Plan Amendment that explicitly

violates the terms of the Contract, from interfering with the City's CDBG-DR programs, from operating CDBG-DR illegal programs within the City, and from transferring control over CDBG-DR programs to the GLO.

**IX. REQUEST FOR TEMPORARY AND PERMANENT INJUNCTIONS**

109. The City hereby incorporates the prior paragraphs of this Petition.

110. The City requests this Court to set its Application for Temporary Injunction for an expedited hearing, and after hearing, issue a Temporary Injunction.

111. Further, the City requests this Court to set its request for a Permanent Injunction for a full trial on the merits and, after the trial or a judgment on its merits, issue a Permanent Injunction.

**X. CONDITIONS PRECEDENT**

112. All conditions precedent have been performed or have occurred. No bond is required pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 6.002 (West).

**XI. REQUEST FOR DISCLOSURES**

113. Pursuant to Tex. R. Civ. P. 194.2, Houston hereby requests that Defendants make the disclosures identified in Tex. R. Civ. P. 194.2 (a-i) and (l) within fifty (50) days of the service of this Petition.

## **XII. PRAYER**

114. For these reasons, the City asks that Defendants be cited to appear and answer and, on final trial, that the City have judgment against Defendants for the following relief:

- a. A judgment in favor of the City on its breach of contract claim;
- b. A judgment in favor of the City on its ultra vires claim;
- c. A declaratory judgment that the GLO cannot eliminate the City's CDBG-DR programs, that the GLO's parallel CDBG-DR program in the City is unlawful, and that the City is entitled to reimbursement for its previously approved expenses;
- d. A temporary restraining order, temporary injunction, and permanent injunction prohibiting Defendants from interfering with the City's CDBG-DR programs, from operating CDBG-DR programs within the City, and from transferring control over CDBG-DR programs to the GLO;
- e. An award of attorney's fees, to the extent provided by applicable law;
- f. An award of costs; and
- g. Such other relief, both legal and equitable, that the Court deems just and proper.

Dated: July 8, 2020.



---

Debra Tsuchiyama Baker  
Texas Bar No. 15089600  
Earnest W. Wotring  
Texas Bar No. 22012400  
David George  
Texas Bar No. 00793212  
Baker • Wotring llp  
700 JPMorgan Chase Tower  
600 Travis St.  
Houston, Texas 77002  
Tel: 713-980-1700  
Fax: 713-980-1701  
[dbaker@bakerwotring.com](mailto:dbaker@bakerwotring.com)  
[ewotring@bakerwotring.com](mailto:ewotring@bakerwotring.com)  
[dgeorge@bakerwotring.com](mailto:dgeorge@bakerwotring.com)

Constantinos G. Panagopoulos  
VA Bar #33356  
Amy M. Glassman  
NY Bar #4296042  
Ballard Spahr, LLP  
1909 K Street, NW Ste. 1200  
Washington DC 20006  
Tel: 202-661-2202/703-405-9376  
Fax: 202-661-2299  
[cgp@ballardspahr.com](mailto:cgp@ballardspahr.com)  
[glassmana@ballardspahr.com](mailto:glassmana@ballardspahr.com)  
(*Pro hac vice* motion to be filed)

Ronald C. Lewis  
City Attorney  
Suzanne Chauvin  
Tiffany S. Bingham  
Texas Bar No.: 24012287  
[tiffany.bingham@houstontx.gov](mailto:tiffany.bingham@houstontx.gov)  
Tel: 832-393-6445  
CITY OF HOUSTON LEGAL DEPARTMENT  
900 Bagby Street, 4th Floor  
Houston, Texas 77002  
P.O. Box 368  
Houston, Texas 77001-0368  
Fax: 832-393-6259

**ATTORNEYS FOR PLAINTIFF  
CITY OF HOUSTON, TEXAS**



STATE OF TEXAS:

COUNTY OF HARRIS:

**VERIFICATION**

On this day, Tom McCasland appeared before me, the undersigned notary public, and after being by me first duly sworn, made the following declaration pursuant to Texas Civil Practice and Remedies Code § 132.001(f):

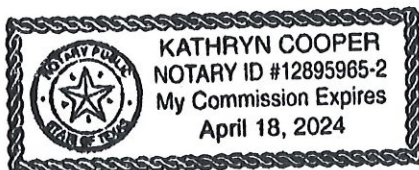
“My name is Tom McCasland. I am the Director of the City of Houston Housing and Community Development Department. I am capable of making this verification. I am executing this declaration as part of my assigned duties and responsibilities. I have read the City of Houston’s Verified Original Petition and Application for Temporary Restraining Order and Temporary and Permanent Injunctions filed in this case (the “Original Petition”). I declare under penalty of perjury that the facts stated paragraphs 1-24; 27-36; 46-52; 54-59; 61-70; 73-81; and 104-106 of the Original Petition are within my personal knowledge and are true and correct.”

Executed in Houston, Harris County, Texas on July 8, 2020.



Tom McCasland, Director  
City of Houston Housing and Community  
Development Department  
*Declarant*

Subscribed and sworn to before me this 8 day of July 2020.



NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

## **EXHIBIT 1**



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

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

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

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

**(a) Scope of Project**

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

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

**(b) Subaward**

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

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

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

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

## **1.02 CONTRACT DOCUMENTS**

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

**ATTACHMENT A:** Program Budgets

**ATTACHMENT B:** Federal Assurances and Certifications

**ATTACHMENT C:** General Affirmations

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

**ATTACHMENT E:** Special Conditions

**ATTACHMENT F:** **GLO Information Security Appendix**

**ATTACHMENT G:** **Program Completion Report**

**PERFORMANCE STATEMENT 1:** Buyout Program

**PERFORMANCE STATEMENT 2:** Economic Revitalization Program

**PERFORMANCE STATEMENT 3:** Homebuyer Assistance Program

**PERFORMANCE STATEMENT 4:** Homeowner Assistance Program

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

**PERFORMANCE STATEMENT 6:** Multifamily Rental Program

**PERFORMANCE STATEMENT 7:** Public Services Program

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

**PERFORMANCE STATEMENT 9:** **Small Rental Program**

### 1.03 GUIDANCE DOCUMENTS

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

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

### 1.04 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

“[Contract Documents](#)” means the documents listed in **SECTION 1.02**.

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

“[Event of Default](#)” means the occurrence of any of the events set forth in **SECTION 3.03** herein.

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

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

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

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

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

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

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

“[GLO](#)” means the Texas General Land Office, its officers, employees, and designees.

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

“[Housing Unit](#)” means one single-family dwelling or one unit in a multi-family residential complex.

“[HUD](#)” means the United States Department of Housing and Urban Development.

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

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

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

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

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

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

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

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

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

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

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

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

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

“[U.S.C.](#)” means the United States Code.

## **1.05 INTERPRETIVE PROVISIONS**

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

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



**ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME****2.01 REIMBURSEMENT REQUESTS**

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

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

**2.02 TIMELY EXPENDITURES**

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

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

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

**2.03 VARIANCE**

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

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

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

## **2.04 PROGRAM INCOME**

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

## **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

### **3.01 DURATION OF CONTRACT AND EXTENSION OF TERM**

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

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

### **3.02 EARLY TERMINATION**

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

### **3.03 EVENTS OF DEFAULT**

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

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

### **3.04 REMEDIES; NO WAIVER**

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

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

## **ARTICLE IV - CONTRACT ADMINISTRATION**

### **4.01 SUBMISSIONS – GENERALLY**

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

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

#### **(a) PROGRAM GUIDELINES**

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

#### **(b) FORMS**

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

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

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

#### **4.02 MONTHLY ACTIVITY STATUS REPORTS**

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

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

#### **5.01 FEDERAL FUNDING**

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

<https://www.sam.gov>

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

#### **5.02 STATE FUNDING**

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

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

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

### **5.03 RECAPTURE OF FUNDS**

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

### **5.04 OVERPAYMENT AND DISALLOWED COSTS**

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

### **5.05 FINAL BENCHMARKS**

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

## **ARTICLE VI - INTELLECTUAL PROPERTY**

### **6.01 OWNERSHIP AND USE**

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

### **6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

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

### 6.03 PUBLICATION DISCLAIMER REQUIRED

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

## **ARTICLE VII - RECORDS, AUDIT, AND RETENTION**

### 7.01 BOOKS AND RECORDS

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

### 7.02 INSPECTION AND AUDIT

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

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

### **7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS**

#### **(a) Subrecipient Self-Audit**

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

#### **(b) Targeted Audits & Monitoring Visits**

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

### **7.04 PERIOD OF RETENTION**

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

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

### **8.01 LEGAL OBLIGATIONS**

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



## 8.02 INDEMNITY

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

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

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

## 8.03 INSURANCE AND BOND REQUIREMENTS

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

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

#### **8.04 ASSIGNMENT AND SUBCONTRACTS**

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

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

#### **8.05 PROCUREMENT**

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

Texas Comptroller's Vendor Performance Program at:

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

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

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

#### **8.06 PURCHASES AND EQUIPMENT**

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

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

#### **8.07 COMMUNICATION WITH THIRD PARTIES**

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

#### **8.08 RELATIONSHIP OF THE PARTIES**

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

#### **8.09 COMPLIANCE WITH OTHER LAWS**

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

#### **8.10 NOTICES**

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

**GLO**

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

**Subrecipient**

City of Houston

900 Bagby St., 4<sup>th</sup> Floor

Houston, TX 77002

Attention: Director of Housing and Community Development Department

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

**8.11 GOVERNING LAW AND VENUE**

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

**8.12 SEVERABILITY**

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

**8.13 DISPUTE RESOLUTION**

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

**8.14 PUBLIC RECORDS**

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

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

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

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

#### **8.15 AMENDMENTS TO THE CONTRACT**

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

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

#### **8.16 REVISIONS TO PERFORMANCE STATEMENTS**

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

#### **8.17 ENTIRE CONTRACT AND MODIFICATIONS**

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

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

#### **8.18 PROPER AUTHORITY**

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

#### **8.19 COUNTERPARTS**

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

#### **8.20 SURVIVAL**

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

#### **8.21 CONTRACT CLOSEOUT**

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

#### **8.22 INDIRECT COST RATES**

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

#### **8.23 CONFLICT OF INTEREST**

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

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

#### **8.24 ENVIRONMENTAL CLEARANCE REQUIREMENTS**

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

#### **8.25 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

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

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

## **8.26 SIGNAGE REQUIREMENTS**

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

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

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

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

## **8.27 PROCUREMENT OF RECOVERED MATERIALS**

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



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

**8.28 INFORMATION AND DATA SECURITY STANDARDS**

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

**8.29 STATEMENTS OR ENTRIES**

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

**SIGNATURE PAGES FOLLOW**

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





**GENERAL LAND OFFICE**

DocuSigned by:



Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

Date of execution: 1/5/2019

OGC   
DD   
SDD   
DGC   
GC 

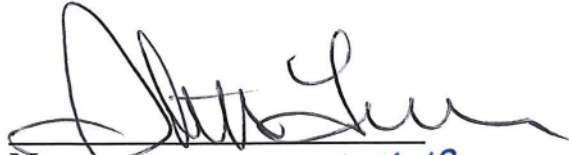
**ATTACHED TO THIS CONTRACT:**

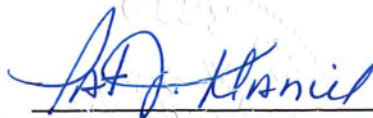
- ATTACHMENT A:** Program Budgets
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** GLO Information Security Appendix
- ATTACHMENT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

**CITY OF HOUSTON SIGNATURE PAGE FOLLOWS**

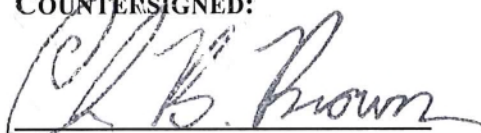
**CITY OF HOUSTON SIGNATURE PAGE FOR GLO CONTRACT NO. 19-147-001-B489  
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

**CITY OF HOUSTON**

  
MAYOR 1-4-19

  
CITY SECRETARY Assistant

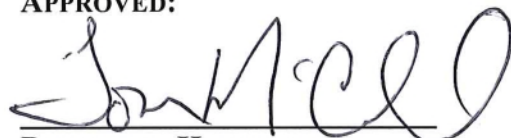
**COUNTERSIGNED:**

  
CITY CONTROLLER  
*Lemuel Hall*

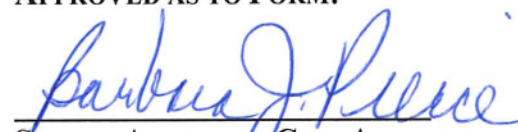
**DATE OF COUNTERSIGNATURE:**

1-4-19

**APPROVED:**

  
DIRECTOR, HOUSING AND  
COMMUNITY DEVELOPMENT  
DEPARTMENT

**APPROVED AS TO FORM:**

  
SENIOR ASSISTANT CITY ATTORNEY

**ATTACHMENTS FOLLOW**

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

**CITY OF HOUSTON**

---

**MAYOR**

---

**CITY SECRETARY**

**COUNTERSIGNED:**

**DATE OF COUNTERSIGNATURE:**

---

**CITY CONTROLLER**

**APPROVED:**

**APPROVED AS TO FORM:**

DocuSigned by:

*Tom McLasland*

---

**DIRECTOR, HOUSING AND  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

---

**SENIOR ASSISTANT CITY ATTORNEY**

**ATTACHMENTS FOLLOW**

### CITY OF HOUSTON PROGRAM BUDGETS

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

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

**ASSURANCES - CONSTRUCTION PROGRAMS**

OMB Approval No. 4040-0009

Expiration Date: 01/31/2019

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

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

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


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

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

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of

Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
DocuSigned by: 		Director
APPLICANT OR ORGANIZATION		DATE SUBMITTED
City of Houston, Housing and Community Development		1/4/2019

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

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

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

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

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

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Houston, Housing and Community Development 19-147-001-B489

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Tom McCasland

SIGNATURE

DocuSigned by:



838C2814E5F644F...

DATE

1/4/2019



**Disclosure of Lobbying Activities**

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

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

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

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

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

---

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

### **General Affirmations**

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

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

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

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

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

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

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

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

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



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

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

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

### **NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

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

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

#### **GENERALLY**

The Acts and Regulations specified in this Contract;

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

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

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

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

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

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

Disaster Recovery Implementation Manual;

GLO Housing Guidelines; and

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

#### **CIVIL RIGHTS**

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

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

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

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

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

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

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

#### **LABOR STANDARDS**

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

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

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

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

Federal Executive Order 11246, as amended.

#### **EMPLOYMENT OPPORTUNITIES**

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

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

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

Federal Executive Order 11246, as amended.

#### **GRANT AND AUDIT STANDARDS**

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

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

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

Title 1 Texas Administrative Code § 5.167(c).

#### **LEAD-BASED PAINT**

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

#### **HISTORIC PROPERTIES**

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

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

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

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

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

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

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and  
Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

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

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

#### **COASTAL ZONE MANAGEMENT**

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

#### **SOLE SOURCE AQUIFERS**

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

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

#### **ENDANGERED SPECIES**

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

#### **WILD AND SCENIC RIVERS**

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

#### **AIR QUALITY**

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

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

**FARMLAND PROTECTION**

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

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

**HUD ENVIRONMENTAL STANDARDS**

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

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

**ENVIRONMENTAL JUSTICE**

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

**SUSPENSION AND DEBARMENT**

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

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

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

**OTHER REQUIREMENTS**

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

**ACQUISITION / RELOCATION**

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

**FAITH-BASED ACTIVITIES**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## **SPECIAL CONDITIONS**

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

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

### **A. REIMBURSEMENT, GENERALLY**

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

### **B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE**

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

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

**C. PROJECT MAPPING/DESIGN INFORMATION**

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

**D. WATER SYSTEM IMPROVEMENTS**

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

**E. SEWER SYSTEM IMPROVEMENTS**

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

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

**F. WASTEWATER TREATMENT CONSTRUCTION**

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

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



## **G. SEPTIC SYSTEM IMPROVEMENTS**

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

## **H. BUILDING CONSTRUCTION**

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

## **I. BRIDGE CONSTRUCTION/REHABILITATION**

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

## **J. DISASTER SHELTERS**

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

## **K. DEBRIS REMOVAL**

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

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

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

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

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

#### **L. USE OF BONDS**

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

#### **M. PROGRAM GUIDELINES**

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

#### **N. COMPLIANCE PERIODS FOR PROGRAMS**

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

#### **O. COASTAL MANAGEMENT**

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

#### **P. INELIGIBLE HOUSING ACTIVITIES**

The following are ineligible housing activities:

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

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

## **GLO Information Security Appendix**

### **1. Definitions**

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

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

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

### **2. Security and Privacy Compliance**

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

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

### **3. Data Ownership**

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

### **4. Data Mining**

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

### **5. Breach of Security**

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

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

## **6. Right to Audit**

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

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



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

Subrecipient/Grant Administrator: GLO Contract Number: DUNS No. Contract Start Date: Contract End Date: ☐ HOUSING**Part I. General Reports****Certificate of Expenditures:**

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

**Civil Rights & Citizen Participation:**Requirements met and forms attached: ☐ Equal Employment Opportunity ☐ Section 3 ☐ Excessive Force Policy and Resolution ☐ Section 504Fair Housing Activity (describe): Work Completed Date: **Certifications:**

As Executive Director, I certify that:

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

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name and Title (Print)	Signature	Date

**Attachments:** The following documents support this report.



☐ Original Submittal,  
also submitted via email☐ Revision Date revised:

Page 2 of 3

## Part II. Performance Report

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

### Actual Accomplishments:

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

### HUD Performance Measures:

Activity	Objective	Outcome
Benefit Indicator		
Special Category		

### Beneficiary Detail - Activities

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

Activity:
-----------

### Beneficiaries by Demographic:

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

### Beneficiaries by Income:

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

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

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

Part III Final Financial Interest Report

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

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

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

**CITY OF HOUSTON**

**BUYOUT PROGRAM PERFORMANCE STATEMENT**

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

Project Description

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

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

The following activities will be assisted under the Contract:

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

Buyout Program

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

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

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Buyout Program Benchmarks**

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

**City of Houston**  
**Buyout Program Budget**

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_BP-LMI_ CityofHouston	Buyout Program – LMHI	\$18,360,000	\$0	\$18,360,000
18-###-###_MI_BP-UN_ CityofHouston	Buyout Program - UN	\$18,360,000	\$0	\$18,360,000
18-###-###_MI_BP-LMI_ CityofHouston	Project Delivery- BP-LMHI	\$2,040,000	\$0	\$2,040,000
18-###-###_MI_BP-UN_ CityofHouston	BP-Project Delivery - UN	\$2,080,000	\$0	\$2,080,000
	<b>TOTAL</b>	\$40,800,000	\$0	\$40,800,000

## CITY OF HOUSTON

### ECONOMIC REVITALIZATION PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

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

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

The following activities will be assisted under the Contract:

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

#### Economic Revitalization Program

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Economic Revitalization Program Benchmarks**

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

**City of Houston**  
**Economic Revitalization Program Budget**

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



**CITY OF HOUSTON**

**HOMEBUYER ASSISTANCE PROGRAM PERFORMANCE STATEMENT**

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

Project Description

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

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

The following activities will be assisted under the Contract:

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

#### Homebuyer Assistance Program

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Homebuyer Assistance Program Benchmarks**

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

**City of Houston**  
**Homebuyer Assistance Program Budget**

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

## CITY OF HOUSTON

### HOMEOWNER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

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

#### Homeowner Assistance Program (HoAP)

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

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

The following estimated activities will be assisted under the Contract:

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

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

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

City Managed, Elevation, Rehabilitation and Reconstruction

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

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

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

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

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

#### Reimbursement

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

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

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

#### Homeowner Managed Rehabilitation, Elevation and Reconstruction

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

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

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

#### Acquisition

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

#### Interim Mortgage Assistance

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Homeowner Assistance Program Benchmarks**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**City of Houston**  
**Homeowner Assistance Program Budget**

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

**City of Houston**  
**Administration and Planning Program Budget**

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_ MI_Admin- _CityOfHouston	Administration Program	\$20,835,088	\$0	\$20,835,088
18-###-###_ MI- Plan- _CityofHouston	Planning Program	\$23,100,000	\$0	\$23,100,000
	<b>TOTAL</b>	\$43,935,088	\$0	\$43,935,088

## CITY OF HOUSTON

### MULTIFAMILY RENTAL PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

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

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

The following activities will be assisted under the Contract:

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

#### Multifamily Rental Program

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Multifamily Rental Program Benchmarks**

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

**City of Houston**  
**Multifamily Rental Program Budget**

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

## CITY OF HOUSTON

### PUBLIC SERVICES PERFORMANCE STATEMENT

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

#### Project Description

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

The following activities will be assisted under the Contract:

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

#### Public Services Program

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

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Public Services Benchmarks**

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

**City of Houston**  
**Public Services Program Budget**

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



## CITY OF HOUSTON

### SINGLE FAMILY DEVELOPMENT PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

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

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

The following activities will be assisted under the Contract:

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

#### Single Family Development Program

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Single Family Development Program Benchmarks**

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

**City of Houston**  
**Single Family Development Program Budget**

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

## CITY OF HOUSTON

### SMALL RENTAL PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

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

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

The following activities will be assisted under the Contract:

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

#### Small Rental Program

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

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

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

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

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

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

Applicable elevation requirements will apply to development and rehabilitation.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston**  
**Small Rental Program Benchmarks**

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

**City of Houston**  
**Small Rental Program Budget**

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

## **EXHIBIT 2**



**AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 19-147-001-B489**

**THE GENERAL LAND OFFICE** (the “GLO”) and **CITY OF HOUSTON** (“Subrecipient”), each a “Party” and collectively “the Parties” to GLO Contract No. 19-147-001-B489 (the “Contract”), desire to amend the Contract.

**WHEREAS**, the Parties desire to remove the DUNS Number from the Contract and replace it with the Texas Identification Number (TIN); and

**WHEREAS**, the Parties desire to revise the Contract and existing Performance Statements and add a new Performance Statement to accurately reflect all Project Activities and sources of funding and to add required Contract language; and

**WHEREAS**, the Parties desire to revise the Contract and the Program Budgets to reflect the addition of funding for Project Activities;

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The recitals of the Contract are hereby deleted in their entirety and replaced with the following:

**“THE GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF HOUSTON**, Texas Identification Number (TIN) **17460011640** (“Subrecipient”), each a “Party” and collectively “the Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under i) the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Pub. L. No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), and ii) the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Pub. L. No. 115-123), enacted on February 9, 2018, to address unmet disaster recovery needs through activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from damage caused by Hurricane Harvey. The referenced areas, collectively, have been identified as Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).



Through CDBG-DR Federal Award Numbers B-17-DM-48-0001 and B-18-DP-48-0001, awarded February 9, 2018, as amended August 14, 2018, and as may be further amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas."

2. The Performance Statement for the **Housing Administration Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 10**, is added to the Contract.
3. **SECTION 1.01 (b)** of the Contract is amended by adding funding in the amount of **\$99,923,703.00** for a total amount of **\$1,275,878,041.00** for the duration of this Contract.
4. **SECTION 1.02** of the Contract is deleted in its entirety and replaced with the following:

**"1.02 CONTRACT DOCUMENTS**

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

- ATTACHMENT A-1:** Revised Program Budgets
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** GLO Information Security Appendix
- ATTACHMENT G:** Program Completion Report
- PERFORMANCE STATEMENT 1-2:** Revised Buyout Program
- PERFORMANCE STATEMENT 2-2:** Revised Economic Revitalization Program
- PERFORMANCE STATEMENT 3-2:** Revised Homebuyer Assistance Program
- PERFORMANCE STATEMENT 4-2:** Revised Homeowner Assistance Program
- PERFORMANCE STATEMENT 5-2:** Revised Housing Planning Program
- PERFORMANCE STATEMENT 6-2:** Revised Multifamily Rental Program
- PERFORMANCE STATEMENT 7-2:** Revised Public Services Program
- PERFORMANCE STATEMENT 8-2:** Revised Single Family Development Program
- PERFORMANCE STATEMENT 9-2:** Revised Small Rental Program
- PERFORMANCE STATEMENT 10:** Housing Administration Program"

5. The "Performance Statement" definition in **SECTION 1.04** of the Contract is deleted in its entirety and replaced with the following:

“[Performance Statement](#)” means a statement of work for each Program listed in **Attachment A-1**, which includes specific Benchmarks and Activities required under the Program. The Performance Statements for this Contract are listed in **SECTION 1.02** as **PERFORMANCE STATEMENT 1-2, PERFORMANCE STATEMENT 2-2, PERFORMANCE STATEMENT 3-2, PERFORMANCE STATEMENT 4-2, PERFORMANCE STATEMENT 5-2, PERFORMANCE STATEMENT 6-2, PERFORMANCE STATEMENT 7-2, PERFORMANCE STATEMENT 8-2, PERFORMANCE STATEMENT 9-2, and PERFORMANCE STATEMENT 10** and are substantially the forms attached hereto and incorporated herein.”

6. **SECTION 5.01(a)** of the Contract is hereby deleted in its entirety and replaced with the following:

“(a) Funding for this Contract is appropriated under i) the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Pub. L. No. 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), and ii) the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Pub. L. No. 115-123), enacted on February 9, 2018, to address unmet disaster recovery needs through activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from damage caused by Hurricane Harvey. The referenced areas, collectively, have been identified as Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). The fulfillment of this Contract is based on the funds described above being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**”

7. **SECTION 8.26** of the Contract is amended to correct the reference of “**Section 8.25**” in the third paragraph to “**Section 8.26.**”

8. **SECTION 8.29** of the Contract is hereby deleted in its entirety and replaced with the following:

**“8.29 STATEMENTS OR ENTRIES**

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or

document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.”**

9. **ATTACHMENT A** to the Contract, **Program Budgets**, is deleted in its entirety and replaced with the **Revised Program Budgets**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
10. **PERFORMANCE STATEMENT 1-1** to the Contract, **Buyout Program**, is deleted in its entirety and replaced with the **Revised Buyout Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 1-2**.
11. **PERFORMANCE STATEMENT 2-1** to the Contract, **Economic Revitalization Program**, is deleted in its entirety and replaced with the **Revised Economic Revitalization Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 2-2**.
12. **PERFORMANCE STATEMENT 3-1** to the Contract, **Homebuyer Assistance Program**, is deleted in its entirety and replaced with the **Revised Homebuyer Assistance Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 3-2**.
13. **PERFORMANCE STATEMENT 4-1** to the Contract, **Homeowner Assistance Program**, is deleted in its entirety and replaced with the **Revised Homeowner Assistance Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 4-2**.
14. **PERFORMANCE STATEMENT 5-1** to the Contract, **Housing Administration Program and Planning Program**, is deleted in its entirety and replaced with the **Revised Housing Planning Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 5-2**.
15. **PERFORMANCE STATEMENT 6-1** to the Contract, **Multifamily Rental Program**, is deleted in its entirety and replaced with the **Revised Multifamily Rental Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 6-2**.
16. **PERFORMANCE STATEMENT 7-1** to the Contract, **Public Services Program**, is deleted in its entirety and replaced with the **Revised Public Services Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 7-2**.
17. **PERFORMANCE STATEMENT 8-1** to the Contract, **Single Family Development Program**, is deleted in its entirety and replaced with the **Revised Single Family Development Program**,

attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 8-2.**

18. **PERFORMANCE STATEMENT 9-1** to the Contract, **Small Rental Program**, is deleted in its entirety and replaced with the **Revised Small Rental Program**, attached hereto and incorporated herein in its entirety for all purposes as **PERFORMANCE STATEMENT 9-2.**
19. This Amendment shall be effective upon the date of the last signature.
20. The terms and conditions of the Contract not amended herein shall remain in force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 19-147-001-B489**

**GENERAL LAND OFFICE**







DocuSigned by:



Mark A. Havens, Chief Clerk/

Deputy Land Commissioner

Date of execution: 12/23/2019

OGC   
PM   
DD   
SDD   
DGC   
GC 

**ATTACHED TO THIS AMENDMENT:**

**ATTACHMENT A-1:** Revised Program Budgets

**PERFORMANCE STATEMENT 1-2:** Revised Buyout Program

**PERFORMANCE STATEMENT 2-2:** Revised Economic Revitalization Program

**PERFORMANCE STATEMENT 3-2:** Revised Homebuyer Assistance Program

**PERFORMANCE STATEMENT 4-2:** Revised Homeowner Assistance Program

**PERFORMANCE STATEMENT 5-2:** Revised Housing Planning Program

**PERFORMANCE STATEMENT 6-2:** Revised Multifamily Rental Program

**PERFORMANCE STATEMENT 7-2:** Revised Public Services Program

**PERFORMANCE STATEMENT 8-2:** Revised Single Family Development Program

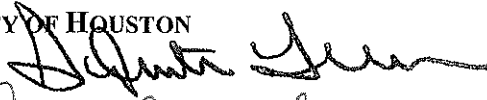
**PERFORMANCE STATEMENT 9-2:** Revised Small Rental Program

**PERFORMANCE STATEMENT 10:** Housing Administration Program

**CITY OF HOUSTON SIGNATURE PAGE FOLLOWS**

CITY OF HOUSTON SIGNATURE PAGE FOR AMENDMENT NO. 1 TO  
GLO CONTRACT NO. 19-147-001-B489

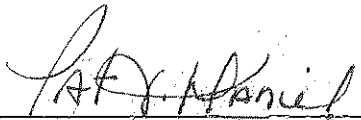
CITY OF HOUSTON

  
Annemula Washington

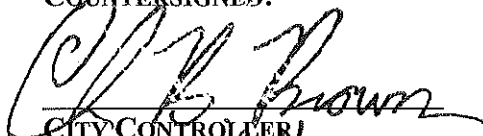
MAYOR

12-26-19

DATE

  
LATY Aloniel  
CITY SECRETARY Assistant

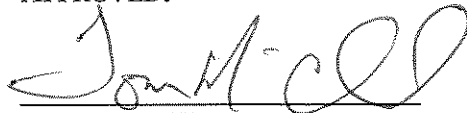
COUNTERSIGNED:

  
C. Brown  
CITY CONTROLLER

DATE OF COUNTERSIGNATURE:

12-26-19

APPROVED:

  
DIRECTOR, HOUSING AND  
COMMUNITY DEVELOPMENT  
DEPARTMENT

APPROVED AS TO FORM:

  
BARBARA PIERCE  
SENIOR ASSISTANT CITY ATTORNEY

### CITY OF HOUSTON PROGRAM BUDGETS

<b>Program</b>	<b>Other Funds</b>	<b>Total</b>
Homeowner Assistance Program		\$ 427,900,063
Single Family Development Program		\$ 222,269,086
Multifamily Rental Program		\$ 350,050,472
Small Rental Program		\$ 66,686,282
Homebuyer Assistance Program		\$ 23,688,328
Buyout Program		\$ 40,800,000
Public Services		\$ 60,000,000
Economic Revitalization Program		\$ 30,264,834
Houston Planning		\$ 23,100,000
Houston Housing Administration		\$ 31,118,976
<b>Total</b>		<b>\$ 1,275,878,041</b>

## CITY OF HOUSTON

### BUYOUT PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

Subrecipient will provide a Buyout Program to remove homes from the housing stock that are in areas with a high risk of flooding or in areas at a high risk of flooding for Low-to-Moderate Income (LMI) individual households affected by Hurricane Harvey. Subrecipient may offer buyouts to LMI individual households under the Low-to-Moderate Buyout (LMB), Low-to-Moderate Income Incentive (LMI), or Urgent Need (UN) National Objectives, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended, will not exceed ten percent (10%) and two and a half percent (2.5%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible activities for the funds are as listed in Sections 105(a)(1), 105(a)(7-9), 105(a)(24- 25), and 5305(a)(8) of the Act and 24 C.F.R. § 570.201. Eligible activities for the funds include, but are not limited to, Buyouts, Demolition, Relocation Assistance, Payment of Non-Federal Share, and Housing incentives. A waiver eligible under FR-6066-N-01 permits housing incentives and other requirements for one-for-one replacement housing, relocation, and real property acquisition requirements.

The following activities will be assisted under the Contract:

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

#### Buyout Program

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



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

Subrecipient may work with designees, such as the Harris County Flood Control District or other City Departments, to implement this Program. If a designee of Subrecipient is selected, Subrecipient will work with the designee to choose buyout project locations. Buyouts under this Program may be part of a larger City or County buyout strategy, in accordance with a long-term plan for the property to become a future open space or detention area, to avoid removing a viable property from the housing market.

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Buyout Program Benchmarks**

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

**City of Houston Buyout Program Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Acquisition - buyout of residential properties	Buyout Program – LMI	\$18,360,000	\$0	\$18,360,000
Acquisition - buyout of residential properties	Buyout Program - UN	\$18,360,000	\$0	\$18,360,000
Acquisition - buyout of residential properties	Buyout Program - Project Delivery- LMI	\$2,040,000	\$0	\$2,040,000
Acquisition - buyout of residential properties	Buyout Program - Project Delivery - UN	\$2,040,000	\$0	\$2,040,000
<b>TOTAL</b>		<b>\$40,800,000</b>	<b>\$0</b>	<b>\$40,800,000</b>

## CITY OF HOUSTON

### ECONOMIC REVITALIZATION PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

Subrecipient will provide an Economic Revitalization Program to help create job for Low- to Moderate-Income ("LMI") individuals and to improve the economic viability of areas affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Subrecipient may also develop Activities that meet a National Objective by aiding in the prevention or elimination of slums and blight or addressing an Urgent Need. Project Delivery costs will not exceed six percent (6%) and administration costs will not exceed two and a half percent (2.5%), respectively, of the total grant allocation as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended.

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

The following Activities will be assisted under the Contract:

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

#### Economic Revitalization Program

Subrecipient will offer an Economic Revitalization Program, which will support a comprehensive recovery by creating or retaining eight hundred thirteen (813) jobs at or below fifty thousand (\$50,000) per job created or retained for LMI persons through the provision of capital, credit, and technical assistance to businesses, including microenterprises. Assistance may be provided through loans or grants, and assistance may be part of a revolving loan fund. It is intended that this Program will support small businesses that include, but are not limited to, those businesses providing housing construction services to work with and complement the housing programs

funded with CDBG-DR funds. Economic revitalization Activities must contribute to the long-term recovery and restoration of housing. Subrecipient may utilize public and private nonprofit agencies, authorities, or organizations and for-profit organizations to carry out the program. The application or Notice of Funding Availability / Request for Proposal (NOFA/RFP) process will clearly establish the process and acceptance period, threshold criteria, and the award process for the Program. Selection criteria will likely include the applicant's need for the Program, cost reasonableness and effectiveness, activity management and implementation, and experience / past performance. Eligible subrecipients include public or private nonprofit agencies, authorities, or organizations and for-profit organizations.

Cost verification controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction. Any projects funding for-profit entities must be evaluated and selected in accordance with guidelines established in Appendix A to 24 C.F.R. Part 570 and comply with HUD underwriting guidance.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Economic Revitalization Program Benchmarks**

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

**City of Houston Economic Revitalization Program Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Econ. development or recovery Activity that creates/retains jobs	Economic Revitalization - LMI	\$28,448,944	\$0	\$28,448,944
Econ. development or recovery Activity that creates/retains jobs	Economic Revitalization - Project Delivery - LMI	\$1,815,890	\$0	\$1,815,890
<b>TOTAL</b>		\$30,264,834	\$0	\$30,264,834

## CITY OF HOUSTON

### HOMEBUYER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

Subrecipient will provide a Homebuyer Assistance Program to provide funds for down payments, closing costs, principal buydowns, and other direct financial assistance for Low- to Moderate-Income (LMI) individual households and households earning between eighty percent (80%) and one hundred twenty percent (120%) of the Area Median Income (AMI) in order to meet the dual National Objectives of benefiting LMI persons and meeting an urgent need (UN), thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended, will not exceed ten percent (10%) and two and a half percent (2.5%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

This Activity is eligible for CDBG-DR funds as listed in 24 C.F.R. § 570.201(n) and Section 105(a)(24) of the Act. A waiver eligible under FR-6066-N-01 permits homeownership assistance for households earning up to one hundred twenty percent (120%) of the AMI and down-payment assistance for up to one hundred percent (100%) of the down payment.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Homebuyer Assistance Program	LMI	217
Homebuyer Assistance Program	UN	492

### Homebuyer Assistance Program

Subrecipient will provide a Homebuyer Assistance Program, which will assist eligible applicant households earning up to one hundred twenty percent (120%) of the AMI with purchasing a home. The Program will assist approximately seven hundred nine (709) eligible households, of which it is estimated two hundred seventeen (217) will be LMI households. The Homebuyer Assistance Program will prioritize households that were impacted by Hurricane Harvey to facilitate the movement of LMI households into new homes after their homes were damaged by Hurricane Harvey. Assistance may include down-payment assistance, closing-cost assistance, principal buydowns, and other direct financial assistance to homebuyers to finance the purchase of a home. Direct homeownership assistance under 24 C.F.R. § 570.201(n) allows Subrecipient to pay up to one hundred percent (100%) of the down-payment amount required by the lender. Subrecipient may also utilize other forms of direct homebuyer assistance such as subsidizing interest rates and mortgage principal amounts, including making grants to reduce the effective interest rate on the amount needed by the eligible household to achieve an affordable mortgage-payment level. The maximum amount of assistance to be provided under the Program per unit is thirty thousand dollars (\$30,000). Refer to the Homebuyer Assistance Program Guidelines for additional technical guidance.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Homebuyer Assistance Program Benchmarks**

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

**City of Houston Homebuyer Assistance Program Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Homeownership assistance to low- and moderate- income	Homebuyer Assistance Program - LMI	\$6,537,326	\$0	\$6,537,326
Homeownership assistance (with waiver only)	Homebuyer Assistance Program - UN	\$14,782,170	\$0	\$14,782,170
Homeownership assistance to low- and moderate- income	Homebuyer Assistance Program-Project Delivery-LMI	\$727,025	\$0	\$727,025
Homeownership assistance (with waiver only)	Homebuyer Assistance Program-Project Delivery-UN	\$1,641,807	\$0	\$1,641,807
<b>TOTAL</b>		\$23,688,328	\$0	\$23,688,328



## CITY OF HOUSTON

### HOMEOWNER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

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

#### Homeowner Assistance Program (HoAP)

Subrecipient will provide City-Managed Rehabilitation and Reconstruction, Reimbursement, Acquisition, Homeowner-Managed Rehabilitation, and Interim Mortgage Assistance. Activities are for Low- to Moderate-Income (LMI) individual households and non-LMI individuals that were affected by Hurricane Harvey in order to meet the dual National Objectives of benefiting LMI persons and meeting an urgent need (UN), thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended, will not exceed ten percent (10%) and two and a half percent (2.5%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

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

The following estimated Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
City-Managed Rehabilitation	LMI	1,481
City-Managed Rehabilitation	UN	72
Reimbursement	LMI	192

Reimbursement	UN	1,655
Acquisition	LMI	38
Homeowner-Managed Rehabilitation	LMI	240
Homeowner-Managed Rehabilitation	UN	281
Interim Mortgage Assistance	LMI	385
Interim Mortgage Assistance	UN	95
Total		4,439

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

#### City-Managed Rehabilitation and Reconstruction

Subrecipient will provide homeowner rehabilitation (including elevation) and reconstruction assistance Activities for an estimated one thousand five hundred fifty-three (1,553) households, of which it is anticipated that one thousand four hundred eighty-one (1,481) will be LMI households. Subrecipient will manage and complete the construction process for the rehabilitation or reconstruction of damaged homes on behalf of homeowners. Subrecipient anticipates contracting with a firm(s) to provide design and construction services for the rehabilitation or reconstruction of damaged properties.

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

All reconstructed Housing units must comply with the universal design features in new construction (as established by the GLO's Construction Standards, RESCHECK Certification, the International Residential Codes and as required by Subchapter G, Chapter 214, Local Government Code) and specifications such as Energy Standards verified by a U.S. Department of Energy

Building Energy Codes Program. All replacement housing, including manufactured housing units or modular homes, must comply with HUD, Program Guidelines, construction standards, and state, local, or regional building codes, as applicable.

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

#### Reimbursement

Subrecipient will offer a reimbursement option to an estimated one thousand eight hundred forty-seven (1,847) households, of which it is estimated that one hundred ninety-two (192) will be LMI households. The assisted households will have completed partial or full repairs on their homes before applying to the Program. Households may be eligible for reimbursement of eligible expenses incurred, prior to application to the Program, for work performed to minimum program standards, following an environmental clearance. Xactimate® or a similar industry-standard tool will be used to ensure cost reasonableness, and the work will be verified through an on-site inspection by Subrecipient or Subrecipient's designee.

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

#### Homeowner-Managed Rehabilitation and Reconstruction

Subrecipient will provide a Homeowner-Managed Rehabilitation option for five hundred twenty-one (521) households, of which it is estimated that two hundred forty (240) will be LMI households. Subrecipient will assist homeowners with managing their rehabilitation process (including elevation) and will provide construction advisory services for homeowners. Homeowners will select their licensed and insured contractor(s) and contract verifications, subject to approval and verification by the Subrecipient. Xactimate® or similar industry-standard tools will be used to ensure cost reasonableness, and the work will be validated through an on-site inspection. Homeowner-managed rehabilitation, elevation, and reconstruction will be available only to homeowners who have initiated the repair process and are under contract with a contractor at the time of application.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes and that the entire structure complies with local health and safety codes and standards and all applicable federal, state, and local building

codes, including Subrecipient's Minimum Property Standards (MPS). Costs for rehabilitation, reconstruction, and repairs must be reasonable and consistent with market costs at the time and place of construction.

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

#### Acquisition

Subrecipient may elect to voluntarily acquire single-family homes for rehabilitation, reconstruction, or new construction. The home acquired may then be constructed through the Single-Family Development Program or rehabilitated or reconstructed by Subrecipient or its designees. These homes will then be offered for sale to LMI homebuyers or to another homeowner with a damaged home. It is estimated that the Acquisition option may acquire an estimated thirty-eight (38) homes. Homeowners whose properties are acquired may also be eligible to participate in the Single-Family Development program to purchase a new home. However, incentives may not be given to applicants who move into disaster-impacted floodplains.

#### Interim Mortgage Assistance

Subrecipient will offer interim mortgage assistance for an estimated four hundred eighty (480) households, of which it is estimated that three hundred eighty-five (385) will be LMI households. Assistance will be provided as an additional service to homeowners determined eligible under the City-Managed Program or Homeowner-Managed Program options. These homeowners may be eligible to receive up to twenty (20) months of assistance. This option may be considered at the time an applicant is determined eligible for the rehabilitation or reconstruction of the damaged home. Determination of reasonable and necessary award amounts (including duplication-of-benefits calculations, retroactive eligibility, and specific performance milestones for the rehabilitation/reconstruction of homes) will be established in the Program Guidelines.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Homeowner Assistance Program Benchmarks**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Homeowner Assistance Program Budget**

<b>HUD Activity Type</b>	<b>Program Activity Type</b>	<b>Grant Award</b>	<b>Other Funds</b>	<b>Total</b>
Rehabilitation/ reconstruction of residential structures	City-Managed Rehabilitation & Reconstruction - LMI	\$170,387,342	\$0	\$170,387,342
Rehabilitation/ reconstruction of residential structures	City-Managed Rehabilitation & Reconstruction – Project Delivery - LMI	\$19,084,342	\$0	\$19,084,342
Rehabilitation/ reconstruction of residential structures	City-Managed Rehabilitation & Reconstruction - UN	\$5,824,375	\$0	\$5,824,375
Rehabilitation/ reconstruction of residential structures	City-Managed Rehabilitation & Reconstruction – Project Delivery - UN	\$647,153	\$0	\$647,153
Rehabilitation/ reconstruction of residential structures	Reimbursement - LMI	\$15,404,402	\$0	\$15,404,402
Rehabilitation/ reconstruction of residential structures	Reimbursement - Project Delivery - LMI	\$1,711,600	\$0	\$1,711,600
Rehabilitation/ reconstruction of residential structures	Reimbursement - UN	\$132,438,641	\$0	\$132,438,641
Rehabilitation/ reconstruction of residential structures	Reimbursement – Project Delivery - UN	\$14,562,990	\$0	\$14,562,990
Acquisition - general	Acquisition - LMI	\$7,702,201	\$0	\$7,702,201
Acquisition - general	Acquisition – Project Delivery - LMI	\$855,800	\$0	\$855,800

Rehabilitation/ reconstruction of residential structures	Homeowner Managed Rehabilitation - LMI	\$19,255,503	\$0	\$19,255,503
Rehabilitation/ reconstruction of residential structures	Homeowner Managed Rehabilitation – Project Delivery - LMI	\$2,139,500	\$0	\$2,139,500
Rehabilitation/ reconstruction of residential structures	Homeowner Managed Rehabilitation - UN	\$22,544,293	\$0	\$22,544,293
Rehabilitation/ reconstruction of residential structures	Homeowner Managed Rehabilitation – Project Delivery - UN	\$2,504,921	\$0	\$2,504,921
Housing incentives to encourage resettlement	Interim Mortgage Assistance Option - LMI	\$9,242,641	\$0	\$9,242,641
Housing incentives to encourage resettlement	Interim Mortgage Assistance Option – Project Delivery - LMI	\$1,026,960	\$0	\$1,026,960
Housing incentives to encourage resettlement	Interim Mortgage Assistance Option - UN	\$2,310,660	\$0	\$2,310,660
Housing incentives to encourage resettlement	Interim Mortgage Assistance Option – Project Delivery - UN	\$256,739	\$0	\$256,739
<b>TOTAL</b>		<b>\$427,900,063</b>	<b>\$0</b>	<b>\$427,900,063</b>

## **CITY OF HOUSTON PLANNING PERFORMANCE STATEMENT**

Subrecipient shall carry out the following planning Activities in the City of Houston in strict accordance with the terms of Subrecipient's Contract and all Attachments, whether attached physically or incorporated by reference. Subrecipient may work with other local jurisdictions, universities, and advocates on various types of planning projects. The GLO has limited Subrecipient's planning costs to five percent (5%) of its allocation.

### **Project Description**

Planning Activities will include community engagement to inform Subrecipient's recovery plan development and to support various city-wide Housing Activities. Subrecipient may also use these funds to study specific topics related to mitigation or resilience or plan for specific projects that could address impacts of Hurricane Harvey or the recurring nature of disasters in Houston. The types of studies or plans could include flood control, drainage improvement, resilient housing solutions, fair housing, homelessness, surge protection, economic development, infrastructure improvements, or other efforts to further recovery from Hurricane Harvey, mitigate future damage, and establish plans for comprehensive recovery efforts.

Planning Activities will strive to promote sound, sustainable long-term recovery planning informed by a post-disaster evaluation of hazard risk, especially land-use decisions that reflect responsible floodplain management and take into account possible future extreme weather events and other natural hazards and long-term risks.

Eligible Activities: The eligible Activities are planning, urban environmental design, and policy-planning-management-capacity building Activities as listed in 24 C.F.R. § 570.205.

Selection Criteria: Projects and/or subrecipients will be selected through an application, Notice of Funding Availability (NOFA) or Request for Proposal (RFP), or other competitive process. The application or NOFA/RFP will clearly establish the process and acceptance period, threshold criteria, selection criteria, and the award process. Selection criteria will be established in the application, NOFA/RFP, or a competitive process and will likely include the planning Activity/project description, organizational experience, cost reasonableness and effectiveness, and management of Activity/project. Priorities for Activities include those that deepen the understanding of housing issues in Houston, evaluate the impact of funding, and support the development of required HUD documents.



**City of Houston Planning Benchmarks**

Planning Benchmark	Incremental Cap for Charges by Benchmark for Planning Funds	Cumulative Billing Cap by Benchmark for Planning Funds
Approval of Action Plan by HUD	10%	10%
*Approval of Application/RFP or NOFA by GLO	20%	30%
Planning Study Completed by Subrecipient	70%	100%

\*If multiple Applications/RFPs/NOFAs are developed by Subrecipient, Subrecipient may submit a request to draw the applicable % of planning funds for GLO approval.

**City of Houston Planning Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Planning	Planning Program	\$23,100,000	\$0	\$23,100,000
	<b>TOTAL</b>	\$23,100,000	\$0	\$23,100,000

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**CITY OF HOUSTON****MULTIFAMILY RENTAL PROGRAM PERFORMANCE STATEMENT**

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

**Project Description**

Subrecipient will repair multifamily properties and build new multifamily developments for Low-to Moderate-Income (LMI) individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended, will not exceed ten percent (10%) and two and a half percent (2.5%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible Activities include rehabilitation, reconstruction, new construction, and acquisition allowed under Sections 105 (a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15) of the Act.. A waiver eligible under FR-6066-N-01 permits new housing construction.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Multifamily Rental Program	LMI	1,666

**Multifamily Rental Program**

Subrecipient will offer a Multifamily Rental Housing Program to provide an additional one thousand six hundred sixty-six (1,666) affordable Housing Units for LMI households within the City of Houston. The Program will include new construction, acquisition and/or rehabilitation of multifamily rental housing, and strategic land acquisition for multifamily developments. The Program will address the affordable housing shortage and meet the needs of disaster-impacted rental households, including those in public housing. The Program will also provide housing designed to meet the needs of special populations. Subrecipient will prioritize transactions leveraged with housing tax credits, conventional equity, conventional debt, tax-exempt debt, deferred developer fees, seller notes, in-kind equity, and other potential funding sources. The maximum award is forty million dollars (\$40,000,000) per development. The eligibility criteria include the following:

- i. Projects must meet CDBG-DR eligibility requirements.
- ii. Development must be located within the city limits of Houston, except in certain cases where

Subrecipient and Harris County partner on projects that provide housing.

- iii. At a minimum, fifty-one percent (51%) of the Housing Units rehabilitated or developed will be reserved for a lien period for LMI households earning eighty percent (80%) or less of the Area Median Family Income (AMFI) at affordable rents. For rehabilitation, the lien period will be a minimum of fifteen (15) years, and, for reconstruction or new construction, the lien period will be a minimum of twenty (20) years.
- iv. Lien periods will be established and affordable rents with the Low-Income Housing Credit rent limits, 26 U.S.C. § 42 (g)(2)(A), and other existing Land Use Restriction Agreement (LURA) restrictions, as applicable. Housing Tax Credit (HTC) rent limits will be used to identify rents for target AMFI levels to align with the Local Needs Assessment.
- v. Any substantial rehabilitation, as defined by 24 C.F.R. § 5.100, or new construction of a building with more than four (4) rental Housing Units will include installation of broadband infrastructure, as required.
- vi. Projects with eight (8) or more Housing Units must ensure construction costs are reasonable and consistent with market costs at the time and place of construction.
- vii. Property owners receiving disaster assistance that triggers the requirement to purchase flood insurance have a statutory responsibility to notify in writing any transferee of the requirement to obtain and maintain flood insurance and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so.
- viii. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. § 5154(a)) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster-relief assistance in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood-disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person subsequently failed to obtain and maintain flood insurance on such property as required under applicable federal law. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Multifamily Rental Program Benchmarks**

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

**City of Houston Multifamily Rental Program Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Affordable Rental Housing	Multifamily Rental Program - LMI	\$315,045,425	\$0	\$315,045,425
Affordable Rental Housing	Multifamily Project Delivery- LMI	\$35,005,047	\$0	\$35,005,047
	<b>TOTAL</b>	\$350,050,472	\$0	\$350,050,472

## CITY OF HOUSTON

### PUBLIC SERVICES PERFORMANCE STATEMENT

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

#### Project Description

Subrecipient will provide public services to approximately three hundred thousand (300,000) Low-to Moderate-Income (LMI) persons affected by Hurricane Harvey to support residents in finding housing, remedying housing issues, or becoming more resilient in future disasters in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended, will not exceed ten percent (10%) for Housing Activities and 6% for non-Housing Activities and two and a half percent (2.5%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted on all projects prior to the execution and commencement of work. Eligible Activities include the provision of public services as listed in Section 105(a)(8) of the Act.

The following Activities will be assisted under the Contract:

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

#### Public Services Program

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

Public services may include housing counseling, legal assistance, transportation services, fair housing services, health/mental health services, employment training, workforce development, and other services to address the needs of those impacted by Hurricane Harvey. Housing counseling and legal assistance services will assist in furthering fair housing by addressing housing

barriers and allowing residents greater choice in moving to neighborhoods with more opportunities available. Employment training and workforce development programs, including those that support housing recovery and housing construction, will address the need for job skills to support recovery. In addition, workforce development will help boost long-term recovery by supplying residents of impacted communities with the necessary skills and opportunities to increase household income. To address the needs of those impacted who have become homeless or are at risk of becoming homeless, services may include case management and other services to assist in housing and/or rehousing this population.

The provision of public services is also intended to assist residents in preparing and qualifying for different types of housing programs offered throughout Houston by a variety of different organizations. Remedying title or tax issues through legal services and providing housing counseling for LMI communities may prepare more residents to become eligible for programs such as Subrecipient's Homeowner Assistance Program and Homebuyer Assistance Program.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Public Services Benchmarks**

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

**City of Houston Public Services Program Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Public Services	Public Services - LMI	\$56,760,000	\$0	\$56,760,000
Public Services	Public Services- Project Delivery- LMI	\$3,240,000	\$0	\$3,240,000
	<b>TOTAL</b>	\$60,000,000	\$0	\$60,000,000

## CITY OF HOUSTON

### SINGLE FAMILY DEVELOPMENT PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

Subrecipient will provide new affordable single family homes for Low- to Moderate-Income ("LMI") individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended, will not exceed ten percent (10%) and two and a half percent (2.5%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

New construction is eligible based on information provided in the Federal Register waiving the requirements of 42 U.S.C. § 5305(a) and Sections 105 (a)(1), 105(a)(4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15) of the Act; a waiver eligible under FR-6066-N-01 permits new housing construction.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Single Family Development	LMI	1,111

#### Single Family Development Program

Subrecipient will offer a Single Family Development Program to provide one thousand one hundred eleven (1,111) new, affordable single family homes for LMI homebuyers. This Program will work in conjunction with other recovery programs to provide housing options for those directly impacted by Hurricane Harvey and those indirectly impacted due to the resulting shortage of available housing.

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



needs, environmental issues, resiliency/mitigation measures, municipal ordinances, and neighborhood requirements. Additional allocations may be allowed based on the submitted applications, onsite inspections, and additional requirements that will be outlined in the Standard Operating Procedure. Subrecipient will work with applicants who require Americans with Disabilities (ADA) accommodations to select properties that satisfy their ADA needs and/or will incorporate ADA construction for new homes built on empty lots. The maximum award of assistance was estimated utilizing information from existing repair and reconstruction programs. If needed, the City may use funds to purchase vacant lots or land suitable for new construction for this program.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Single Family Development Program Benchmarks**

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

**City of Houston Single Family Development Program Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Construction of new housing	Single Family Development Program - LMI	\$200,042,178	\$0	\$200,042,178
Construction of new housing	Single Family Development Program - Project Delivery - LMI	\$22,226,908	\$0	\$22,226,908
<b>TOTAL</b>		\$222,269,086	\$0	\$222,269,086

## CITY OF HOUSTON

### SMALL RENTAL PROGRAM PERFORMANCE STATEMENT

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

#### Project Description

Subrecipient will rehabilitate small rental properties (defined in this program as individual buildings with no more than seven (7) residential units) for Low- to Moderate-Income (LMI) individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting LMI persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted June 25, 2018, as amended, will not exceed ten percent (10%) and two and a half percent (2.5%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible Program Activities under Sections 105(a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15) of the Act include Rehabilitation, Reconstruction, New Construction, and Acquisition. A waiver eligible under FR-6066-N-01 permits new Housing construction.

The following Activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Small Rental Program	LMI	659

#### Small Rental Program

Subrecipient will provide a Small Rental Program to rebuild the affordable rental housing stock by rehabilitating small rental properties (defined in this program as individual buildings with no more than seven (7) residential units) and create new housing stock through infill development of new small rental properties. This Program, along with the Multifamily Rental Program, intends to meet the increased demand for affordable rental housing in Houston by rehabilitating or building approximately six hundred fifty-nine (659) rental Housing Units, which will be available to LMI households. The Program will provide financial assistance through forgivable loans to property owners and developers who serve an LMI market. The Program eligibility criteria include the following:

- i. Property owner applicants must provide proof that the property taxes are current, have an

approved payment plan for the property taxes, or have an approved property-tax exemption in place. Applicants must agree to a limited subrogation of any future awards related to Hurricane Harvey according to duplication-of-benefits requirements and agree to lien period and lien requirements.

- ii. Properties must not be in a floodway and must have an environmental clearance.
- iii. Developments must meet CDBG-DR eligibility requirements and be located within the city limits of Houston (except in certain cases where Subrecipient and Harris County partner on projects that provide housing).
- iv. At a minimum, fifty-one percent (51%) of the contiguous units rehabilitated or developed must be reserved for LMI households. If a single-family rental Housing Unit is rehabilitated or developed, it must be reserved for LMI households. At least two (2) units in a duplex or triplex must be reserved for LMI households. Any substantial rehabilitation, as defined by 24 C.F.R. § 5.100, or new construction of a building with more than four (4) rental units will include installation of broadband infrastructure, as required. Developments may include more than one (1) property, such as with a scattered-site rental development.
- v. Property owners receiving disaster assistance that triggers the requirement to purchase flood insurance have a statutory responsibility to notify in writing any transferee of the requirement to obtain and maintain flood insurance and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. § 5154(a)) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person subsequently failed to obtain and maintain flood insurance on such property as required under applicable federal law. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.
- vi. Applicable elevation requirements will apply to development and rehabilitation.

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

**City of Houston Small Rental Program Benchmarks**

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

**City of Houston Small Rental Program Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Affordable Rental Housing	Small Rental Program - LMI	\$60,017,654	\$0	\$60,017,654
Affordable Rental Housing	Small Rental Program - Project Delivery- LMI	\$6,668,628	\$0	\$6,668,628
	<b>TOTAL</b>	\$66,686,282	\$0	\$66,686,282

**CITY OF HOUSTON**  
**HOUSING ADMINISTRATION PERFORMANCE STATEMENT**

Subrecipient shall carry out the following Administration Activities in the City of Houston in strict accordance with the terms of Subrecipient's Contract and all Attachments, whether attached physically or incorporated by reference.

Administrative

Subrecipient will not exceed two and a half percent (2.5%) of the allocation, which will be provided from the State's Administrative Fund set-aside. This is in compliance with the State's Action Plan enacted June 25, 2018, as amended. The GLO will allow up to ten percent (10%) of the Program amounts for costs directly related to implementation (project delivery) of housing Activities and six percent (6%) of the Program amounts for costs related to infrastructure/non-housing Activities. The GLO has capped engineering and design Activities at fifteen percent (15%) of the total Project award, unless special services are necessary and are subject to GLO approval. Subrecipient will use funding for administrative activities to utilize, expend, and seek reimbursement for pre-award costs, in compliance with 24 C.F.R. 570.200(h), for planning, purchase, and expansion of software systems; standing up of intake and call centers for Housing Programs; Program management; and administrative functions.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**City of Houston Administration Benchmarks**

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

**City of Houston Administrative Budget**

HUD Activity Type	Program Activity Type	Grant Award	Other Funds	Total
Administration	Administration	\$31,118,976	\$0	\$31,118,976
	<b>TOTAL</b>	\$31,118,976	\$0	\$31,118,976

## Certificate Of Completion

Envelope Id: 638A21F097E8431681DCA08B5661F09F	Status: Completed
Subject: \$99M Amendment No. 1: 19-147-001-B489 City of Houston (Texas GLO)	
Source Envelope:	
Document Pages: 52	Signatures: 2
Certificate Pages: 5	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	LaTanya Logan
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	latanya.logan@glo.texas.gov
	IP Address: 204.65.210.67

## Record Tracking


Status: Original	Holder: LaTanya Logan	Location: DocuSign
11/5/2019 2:27:59 PM	latanya.logan@glo.texas.gov	

## Signer Events


Signer Events	Signature	Timestamp
Ginger Mills		Sent: 11/5/2019 2:32:57 PM
Ginger.Mills@glo.texas.gov		Resent: 11/7/2019 2:07:09 PM
Attorney		Resent: 12/17/2019 2:05:47 PM
Texas General Land Office, Office of General Counsel	Signature Adoption: Pre-selected Style	Resent: 12/17/2019 2:21:18 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 204.65.210.79	Viewed: 12/18/2019 1:58:54 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Signed: 12/18/2019 3:56:54 PM

Tracie Tolle		Sent: 12/18/2019 3:56:57 PM
tracie.tolle.glo@recovery.texas.gov		Viewed: 12/19/2019 4:27:04 PM
Texas General Land Office		Signed: 12/19/2019 4:27:19 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.235.227.145	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign





Heather Lagrone		Sent: 12/19/2019 4:27:23 PM
heather.lagrone.glo@recovery.texas.gov		Viewed: 12/19/2019 8:28:01 PM
Security Level: Email, Account Authentication (None)		Signed: 12/19/2019 8:28:29 PM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 104.54.227.24	
	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Greg Pollock		Sent: 12/19/2019 8:28:32 PM
greg.pollock@glo.texas.gov		Viewed: 12/19/2019 9:19:04 PM
Senior Deputy Director		Signed: 12/19/2019 9:19:15 PM
Texas General Land Office		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 107.77.219.149	
	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



Signer Events	Signature	Timestamp
<p>Marc Barenblat  marc.barenblat@glo.texas.gov  Deputy General Counsel  Texas General Land Office  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.65.210.187</p>	<p>Sent: 12/19/2019 9:19:18 PM  Viewed: 12/20/2019 11:09:25 AM  Signed: 12/20/2019 11:15:35 AM</p>
<p>Jeff Gordon  jeff.gordon@glo.texas.gov  General Counsel  Texas General Land Office  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 204.65.210.61</p>	<p>Sent: 12/20/2019 11:15:38 AM  Viewed: 12/20/2019 1:49:22 PM  Signed: 12/20/2019 1:49:42 PM</p>
<p>Tom McCasland  tom.mccasland@houston.tx.gov  Director  City of Houston, Housing and Community Development  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style  Using IP Address: 174.235.5.159  Signed using mobile</p>	<p>Sent: 12/20/2019 1:49:45 PM  Viewed: 12/20/2019 2:00:15 PM  Signed: 12/21/2019 7:45:02 AM</p>
<p>Mark A. Havens  Mark.Havens@GLO.TEXAS.GOV  Chief Clerk and Deputy Land Commissioner  Texas General Land Office  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	 <p>Signature Adoption: Drawn on Device  Using IP Address: 162.193.135.244  Signed using mobile</p>	<p>Sent: 12/21/2019 7:45:05 AM  Viewed: 12/23/2019 8:35:15 AM  Signed: 12/23/2019 8:35:29 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>BSO Team  bsorequests@recovery.texas.gov  Texas General Land Office  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 11/5/2019 2:32:55 PM</p>

Carbon Copy Events	Status	Timestamp
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/5/2019 2:32:55 PM
Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/5/2019 2:32:55 PM Viewed: 12/23/2019 9:26:35 AM
Mark Lawley Mark.Lawley@glo.texas.gov Compliance Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/5/2019 2:32:56 PM
LaTanya Logan latanya.logan@glo.texas.gov Contract Specialist III Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/5/2019 2:32:56 PM Resent: 12/23/2019 8:35:41 AM
Mahsa Azadi Mahsa.Azadi@glo.texas.gov Contract Specialist Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/5/2019 2:32:56 PM
Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/18/2019 3:56:57 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/18/2019 3:56:57 PM Viewed: 12/23/2019 10:46:29 AM

Carbon Copy Events	Status	Timestamp
Cynthia Hudson cynthia.hudson.glo@recovery.texas.gov Infrastructure Manager Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/18/2019 3:56:57 PM
Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/19/2019 8:28:32 PM
Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/20/2019 11:15:38 AM
Gregory Rankin gregory.rankin@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/23/2019 8:35:33 AM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/23/2019 8:35:33 AM
Angie Williams Angie.Williams@glo.texas.gov Interim Director, Budget and Planning Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/23/2019 8:35:34 AM
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Deputy Director,M&Q Texas General Land Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 12/23/2019 8:35:35 AM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/23/2019 8:35:37 AM

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Denise Hall denise.hall.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/23/2019 8:35:37 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/23/2019 8:35:38 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Commissioner George P. Bush GeorgeP@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/23/2019 8:35:39 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/23/2019 8:35:40 AM
Certified Delivered	Security Checked	12/23/2019 8:35:40 AM
Signing Complete	Security Checked	12/23/2019 8:35:40 AM
Completed	Security Checked	12/23/2019 8:35:40 AM
Payment Events	Status	Timestamps

### **Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Amanda Guerrero on behalf of Debra Baker  
Bar No. 15089600  
aguerrero@bakerwotring.com  
Envelope ID: 44361245  
Status as of 07/08/2020 16:41:31 PM -05:00

#### **Case Contacts**

<b>Name</b>	<b>BarNumber</b>	<b>Email</b>	<b>TimestampSubmitted</b>	<b>Status</b>
Amanda Guerrero		aguerrero@bakerwotring.com	7/8/2020 3:51:16 PM	SENT
Debra TsuchiyamaBaker		dbaker@bakerwotring.com	7/8/2020 3:51:16 PM	SENT
David George		dgeorge@bakerwotring.com	7/8/2020 3:51:16 PM	SENT
Earnest Wotring		ewotring@bakerwotring.com	7/8/2020 3:51:16 PM	SENT
Ronald Charles Lewis	12305450	ronald.lewis@houstontx.gov	7/8/2020 3:51:16 PM	SENT
Tiffany Sue Bingham	24012287	tiffany.bingham@houstontx.gov	7/8/2020 3:51:16 PM	SENT