

Texas General Land Office
Legal Services Division – MC 158
PO BOX 12873 / Austin, TX 78711-2873
512.305.9126

TRANSMITTAL OF DOCUMENTS – JULY 2, 2012

David B. Turkel, Director
County of Harris
8410 Lantern Point Drive
Houston, TX 77054

RE: GLO CONTRACT NO. 12-494-000-6692

Dear Mr. Turkel:

Enclosed concerning the GLO document referenced above is one fully-executed document for your files.

Please do not hesitate to contact me if you have any questions. I can be reached at (512) 305-9126 or by email at arjun.atholi@glo.texas.gov.

Best regards,

Arjun Atholi
Contract Specialist
GLO Legal Services Division

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TEXAS GENERAL LAND OFFICE
LEGAL SERVICES DIVISION – MC 158
1700 N. CONGRESS AVENUE 78701 / PO BOX 12873 / AUSTIN, TX 78711-2873



GLO CONTRACT No. 12-494-000-6692
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM RENTAL HOUSING PROJECTS
ROUND 2 SUBRECIPIENT GRANT AGREEMENT

This Community Development Block Grant Disaster Recovery ("CDBG-DR") grant agreement (the "Contract") is entered into by and between the **GENERAL LAND OFFICE** ("the GLO"), a Texas state agency, and the **COUNTY OF HARRIS** ("Subrecipient"), hereinafter referred to collectively as "the Parties," to provide financial assistance with funds appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, 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.*).

ARTICLE 1 - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND GRANT AWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of a Grant from the GLO to Subrecipient under the CDBG Disaster Recovery program ("CDBG-DR"). In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, repair, reconstruction, and new construction, of rental housing, as applicable, in Subrecipient's jurisdictional area (the "Project"). The Project shall be conducted in strict accordance with the terms of this Contract, including all Contract Documents in **SECTION 1.02**, below, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO.

(b) Grant Award

Subrecipient submitted a Grant Application for grant under the Program, and the GLO is entering into this Contract based on Subrecipient's Application.

Subject to the terms and conditions of this Contract and Subrecipient's Application, the GLO agrees to make a grant to Subrecipient in an amount not to exceed **THIRTY-SIX MILLION SEVENTY-FIVE THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS (\$36,075,937.00)**, payable as reimbursement of allowable expenses incurred by Subrecipient, to be used in strict conformance with the terms of this Contract, and the Project Budget in **Attachment B**.

The GLO is not liable to Subrecipient for any costs incurred by Subrecipient before the effective date of this Contract or after the expiration or termination of this



Contract. However, the GLO in its sole discretion, may reimburse Subrecipient for allowable program costs incurred prior to the effective date of this Contract.

1.02 CONTRACT DOCUMENTS

The GLO and Subrecipient hereby agree that this document and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A: Performance Statements and Benchmarks for Rental Housing Projects
- ATTACHMENT B: Project Budgets for Rental Housing Projects
- ATTACHMENT C: Nonexclusive list of Applicable Laws, Rules, and Regulations
- ATTACHMENT D: General Affirmations
- ATTACHMENT E: Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT F: Special Conditions

1.03 GUIDANCE DOCUMENTS

Subrecipient shall be deemed to have read and understood and agrees to abide by all guidance documents applicable to the CDBG-DR program including but not limited to:

(1) the CDBG-DR Project Implementation Manual found at:
<http://www.glo.texas.gov/GLO/disaster-recovery/nonhousing/forms-publications.html>;

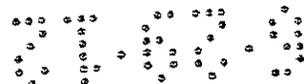
(2) the State of Texas Action Plan for Disaster Recovery found at:
<http://www.glo.texas.gov/GLO/disaster-recovery/action-plans.html>; and

(3) the Conciliation Agreement between: the Texas Low Income Housing Information Service and Texas Appleseed, and the State of Texas, by and through the Texas Department of Rural Affairs and the Texas Department of Housing and Community Affairs, as approved by HUD in its letter dated May 26, 2010, to the Office of the Attorney General of Texas.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*); and Public Law 110-329.

“Administrative and Audit Regulations” means the regulations included in Title 24, CFR, Part 85. Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO’s contracted examiners, the State Auditor’s Office, and the Texas Attorney General’s Office.



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

"Application" or "Grant Application" means the information provided by Subrecipient, which is the basis for the award of funding under this Contract.

"Benchmark" means the time periods allowed in Attachment A for the completion by Subrecipient of various requirements under the Contract.

"Budget" means the budget for the Projects funded by the Contract, a copy of which is included in Attachment B.

"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 approved by the GLO under the Contract, if any.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters that may be issued by the GLO, to be incorporated by reference herein for all purposes as they are issued, if any. "Contract Documents" means the documents listed in SECTION 1.02.

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

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement, which is included in Attachment A.

"Equipment" means tangible personal property have a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in SECTION 3.03 herein.

"Federal Assurances" means Standard Form 424B (Rev. 7-97), as prescribed by OMB Circular A-102 (non-construction programs) in Attachment E.

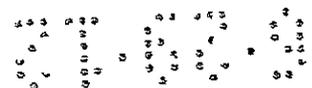
"Federal Certifications" means U.S. Department of Commerce Form CD-512 (Rev 12-04), "Certifications Regarding Lobbying - Lower Tier Covered Transactions," and Standard Form LLL (Rev. 7-97), Disclosure of Lobbying Activities, in Attachment F.

"Final Inspection Report" means the document submitted by a housing inspector to a Subrecipient under a CDBG-DR Housing grant contract, indicating the completed construction of one Housing Unit (as defined below).

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles" as applicable.

"GASB" means accounting principals as defined by the Governmental Accounting Standards Board, as applicable.



"General Affirmations" means the affirmations in Attachment D, to which Subrecipient certifies by the signing of this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"Housing" refers to a project involving home repair, home reconstruction, and new home construction; including housing for single-family and multi-family rental units under a CDBG-DR program grant.

"Housing Guidelines" means a set of guidelines adopted by Subrecipient and approved by the GLO governing the implementation of the Program under this Contract.

"Housing Unit" means one house, or one multi-family rental unit.

"HQS" means the Housing Quality Standards adopted by HUD and found at 24 CFR Part 982, which standards shall apply to any services authorized under this Contract.

"HUB" means Historically Underutilized Business as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Performance Statement" means the statement of work contained in Attachment A.

"PMC" means the GLO's Project Management Company, HNTB Corp., Inc.

"Program" means the Community Development Block Grant Disaster Recovery program, administered by HUD, in cooperation with the GLO.

"Project" means the work to be performed under this Contract, as described in SECTION 1.01(a) above, SCOPE OF PROJECT, and as detailed in Attachment A.

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-DR grant, and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-DR grant program.

"Public Information Act" means Chapter 552 of the Texas Government Code.

"Quarterly Reports" means written progress reports that must be received by the GLO, as set forth in Attachment A.

"Revision" means written approval by the GLO to allow changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments that may be approved outside the GLO's formal Amendment process.

"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 County of Harris, awarded the CDBG-DR grant that is the subject of this Contract.



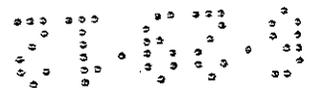
"Technical Guidance Letter or 'TGL' " means an instruction, clarification, or interpretation of the requirements of the CDBG-DR, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

"Texas General Code Construction Requirements" means Section 2306.514 of the Texas Government Code.

"U.S.C." means the United States Code.

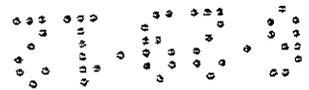
1.05 INTERPRETIVE PROVISIONS

- (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, and
- (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;
- (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. 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;



- (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; and
- (l) Time is of the essence in this Contract.

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**ARTICLE 2 – REIMBURSEMENT, ADVANCE PAYMENT,
BUDGET VARIANCE, AND INCOME**

2.01 REIMBURSEMENT REQUESTS

Each invoice 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. Requests for payment must be submitted in Word or WordPerfect format via email.

2.02 REQUESTS FOR REIMBURSEMENT UNDER THIS CONTRACT MUST BE RECEIVED BY THE GLO NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE, INCLUDING INVOICES FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR. FAILURE BY SUBRECIPIENT TO COMPLY IN A TIMELY MANNER WITH THIS REQUIREMENT MAY, AT THE GLO'S SOLE DISCRETION, RESULT IN DENIAL OF THE REQUEST FOR REIMBURSEMENT.

2.03 ADVANCE PAYMENTS

If necessary and if allowed by law, Subrecipient's requests for an advance of funds shall be limited to the minimum amount needed for effective accomplishment of the Project under this Contract, and shall be timed as closely as possible to actual cash requirements. Subrecipient shall establish procedures to minimize the time elapsing between the transfer of funds from the GLO to Subrecipient, and shall ensure that such funds are disbursed as soon as administratively possible.

2.04 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete an Activity may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of 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 AN ACTUAL BUDGET AND A CERTIFICATE OF EXPENDITURES TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE CERTIFICATE OF EXPENDITURES SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL BE ACCOMPANIED BY A FINAL PROJECT COMPLETION REPORT OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.05 INCOME

Subrecipient shall maintain records of the receipt and accrual of all Program income in the same manner as required for all other funds under this Contract, and Subrecipient shall provide reports of Program income to the GLO with each form submitted by Subrecipient in accordance with ARTICLE 4 of this Contract. All Program income must be returned to the GLO on at least a quarterly basis and must be reported to the GLO, as requested.



2.06 GRANT OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN THIRTY (30) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, GRANT FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION.

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ARTICLE 3 -- 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, and shall terminate on December 31, 2015 ("Contract Period"), or upon the completion of all Benchmarks listed in Attachment A, and required closeout procedures, whichever occurs first.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the 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 WRITTEN AMENDMENT.

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, undertake to terminate any relevant 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.

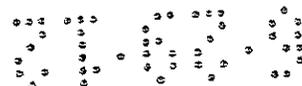
3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient's failure 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; or (iii) if at any time, Subrecipient makes any representation or warranty that is incorrect in any material respect to the Performance Statement, any request for payment submitted to the GLO, or any report submitted to the GLO related to the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any such Event of Default, the GLO shall be entitled to avail itself of any equitable or legal remedy. A right or remedy conferred by this Contract upon either party is 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 the GLO either to insist at any time upon the strict observance or performance of any of the provisions of this Contract, or the GLO's failure to exercise any right or remedy as provided in this Contract, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent Events of Default.

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ARTICLE 4 - GRANT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.11** of the Contract, **NOTICES**, and all other reports and documentation as required by the Project Implementation Manual; 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.

(A) HOUSING GUIDELINES

No later than the close of business sixty (60) days subsequent to the effective date of this Contract, Subrecipient must submit Housing Guidelines to the GLO.

(B) FORMS

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

- (i) General Affirmations are found in **Attachment D**, and Subrecipient certifies by the execution of this Contract to all statements therein.
- (ii) The Federal Assurances for Non-Construction Programs (Standard Form 424B), as applicable to the Project, is found at Page 1 of **Attachment E**, and must be executed by Subrecipient.
- (iii) Certifications Regarding Lobbying Lower Tier covered Transactions (Form CD-512) is found at Page 3 of **Attachment E**, 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 E**.

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

5.01 FEDERAL FUNDING

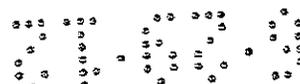
- (a) Funding for this Contract is appropriated under the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by Hurricanes Dolly and Ike, 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. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) All participants in the CDBG-DR grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.
- (c) The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained 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 VII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. 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) Furthermore, any claim by Subrecipient for damages under this Contract may not exceed 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 conduct, in a satisfactory manner as determined by the GLO, the Project as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under SECTION 2.02 notwithstanding, it is expressly understood and agreed by Subrecipient that the GLO shall have the right to terminate the Contract and to recapture, and be reimbursed 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.

5.04 OVERPAYMENT

Subrecipient understands and agrees that it 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 further understands and agrees that reimbursement of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

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ARTICLE 6 - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The parties to this Contract expressly agree that all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract shall be jointly owned by the parties with each party having the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the other party and without expense or charge.
- (b) The GLO and HUD are granted a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NONENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) that states or implies State of Texas or U.S. Government, or government employee, endorsement of a product, service, or position that the Subrecipient represents. No release of information relating to this Grant may state or imply that 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 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Prior to publication, Subrecipient must submit to the GLO, for HUD approval, any public information releases concerning this Grant Award that refer to HUD or any bureau or employee. The specific text, layout photographs, and so forth, of the proposed release must be submitted with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in the Contract Documents.

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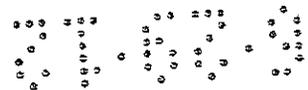
ARTICLE 7 - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives, sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes including, but not limited to, the applicable laws and regulations provided in Attachment C.

7.02 INSPECTION AND AUDIT

- (a) Subrecipient agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of 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 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 agrees to 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) Subrecipient understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting 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 ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Subrecipient will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in Attachment C, governing audit requirements pertaining to the Project.



7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Subrecipient, on approval of the GLO and/or HUD may conduct an annual financial and compliance audit of funds received and performances rendered under this Contract. Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by the GLO under this Contract, provided however that the GLO shall not make payment for the cost of such audit services until the GLO has received from Subrecipient a satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement should clearly show the percentage of cost 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, an explanation shall be submitted with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

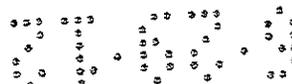
(b) Targeted Audits

In addition, the GLO shall have the right at any time to perform, or to instruct the performance of, an annual program and/or fiscal audit, or to conduct a special or targeted audit of any aspect of the operation of Subrecipient, using an auditor of the GLO's choice. Subrecipient shall maintain such financial records and other records as may be prescribed by the GLO or by applicable federal and state laws, rules, and regulations. Subrecipient shall retain these records for a period of five (5) years after final payment or until they are audited by the GLO, whichever event occurs first. These records shall be made available during the term of this Contract and the subsequent five (5) year period for examination, transcription, and audit.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the overall State of Texas CDBG-DR grant program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

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ARTICLE 8 - MISCELLANEOUS PROVISIONS

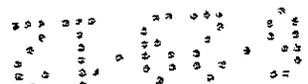
8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall not commence work on the Project until it has obtained the requisite licenses and/or permits, if applicable. **COPIES OF SUCH LICENSES AND PERMITS SHALL BE INCLUDED AS A PART OF THE MONTHLY REPORT FOR THE PERIOD DURING WHICH THEY ARE OBTAINED.**

8.02 INDEMNITY

AS GOVERNMENTAL ENTITIES AND REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT THEY ARE LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTY. IN THE EVENT THAT THE GLO IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF SUBRECIPIENT, AND FOR WHICH THE GLO IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF SUBRECIPIENT, THEN, IN SUCH EVENT, SUBRECIPIENT AGREES THAT IT WILL PAY, ON BEHALF OF THE GLO, ALL COSTS AND EXPENSES OF LITIGATION (INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL) AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT SUBRECIPIENT IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE GLO'S ACTIONS OR OMISSIONS, AND SUBRECIPIENT'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE GLO, THEN, IN SUCH EVENT, THE GLO AGREES TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) INCURRED BY SUBRECIPIENT, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS CONTRACT. ANY ATTORNEYS RETAINED BY SUBRECIPIENT TO REPRESENT ANY INTEREST OF THE GLO MUST BE APPROVED BY THE GLO AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE GLO TO REPRESENT THE INTEREST OF SUBRECIPIENT MUST BE APPROVED BY SUBRECIPIENT.

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8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," 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 Project in the types and amounts customarily carried by a person or entity providing such goods or services, for the duration of the Contract. Any person or entity required to obtain insurance under this Section must also be required 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 prior to 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 2257 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 timely complete SF-424D, entitled "Assurances - Construction Programs," and Subrecipient shall maintain such documentation.

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not convey any grant obligations or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Subrecipient shall legally bind such 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.

8.05 PROCUREMENT

Subrecipient must follow all federal, state, and local procurement procedures and laws applicable to this Project, and must confirm that no vendor is debarred from receiving state or federal funds at each of the following web addresses:



Texas Comptroller's Vendor Performance Program at:

[http://www.window.state.tx.us/procurement/prog/vendor performance:](http://www.window.state.tx.us/procurement/prog/vendor_performance:)

and the Federal General Services Administration's Excluded Parties List System at:

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

8.06 PURCHASES AND EQUIPMENT

Subrecipient shall not seek reimbursement for any Equipment or computer software not included as a reimbursable item in **Attachment B**. Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including, but not limited to those listed in **Attachment C**. Title and possession of any Equipment or computer software will remain the property of Subrecipient unless and until transferred to the GLO, upon written request of the GLO. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with grant funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including but not limited to those listed in **Attachment C**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, shall have the right to initiate communications with any subcontractor, and may request access to any books, documents, papers, and records of a subcontractor which are directly pertinent to this grant. Such communications may be required to conduct audits and examinations and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract and, with respect to Subrecipient's performance pursuant to this Contract, Subrecipient 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 shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Subrecipient or any other party.

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, but not limited to, those listed in **Attachments C, D, E, and F**. Subrecipient shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. **Subrecipient will be deemed to have knowledge of these laws and regulations and be deemed to understand them.**



In addition, the GLO and Subrecipient mutually certify to that each party is in compliance with Notice of Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Subrecipients Under 2008 Supplemental CDBG Appropriations 74 Fed. Reg. 7,244-7,255 (2009).

8.10 CITIZEN PARTICIPATION

- (a) Subrecipient must have written procedures to respond to written complaints within fifteen (15) business days of receipt of such complaint. Citizens must be made aware of the location and the days and hours the location is open for business so they may obtain a copy of these written procedures.
- (b) When requested, Subrecipient shall provide technical assistance to a representative of a group of persons of low- and moderate-income in developing proposals for the use of CDBG-DR funds. The level and type of assistance shall be determined by the Subrecipient based upon the specific needs of the community's residents.
- (c) Subrecipient shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the Round 2 General Housing Activities Application; Subrecipient's complaint procedures; any technical assistance provided by Subrecipient; and public notices, minutes, and attendance lists for public hearings, if any.

8.11 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, Mail Code 158
Austin, TX 78701
Attention: Legal Services Division

With a copy to:

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: CDBG-DR

Subrecipient

County of Harris
8410 Lantern Point Drive
Houston, TX 77054
Attention: David B. Turkel, Director



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.

8.12 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 SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.13 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist, and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.14 DISPUTE RESOLUTION

If a Contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.15 PUBLIC INFORMATION

Pursuant to the Public Information Act, records received from Subrecipient may be open to public inspection and copying. The GLO will have the duty to disclose such records, unless a particular record is made confidential by law or exempted from the Public Information Act. Subrecipient may clearly label any individual records as a "trade secret," provided that Subrecipient, to the extent permitted by law, agrees to indemnify and defend the GLO for honoring such designation. The failure to so label any record shall constitute a complete waiver of any and all claims for damages caused by release of the records. If a request for a labeled record is received by the GLO, the GLO will notify Subrecipient of the request in accordance with the Public Information Act.

Subrecipient shall release, to any requestor, the following information:

The amount of CDBG-DR funds expected to be made available;

The range of 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.

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, or to add or delete a Subrecipient Activity, or to increase the term of the Contract may be made only by written agreement of the parties, under the formal amendment process. In the sole discretion of the GLO, and in conformance with federal law, other adjustments as may be required during project performance may be approved by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

Pursuant to SECTION 2.04 hereof, a final **Project Completion Report** of all activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Project.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

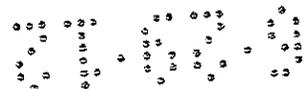
This Contract, its integrated Attachment(s), Technical Guidance Letter, or Revision issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter, or Revision shall be harmonized with this Contract to the extent possible. Unless such integrated 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 terms of this 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, AND 8.15 of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

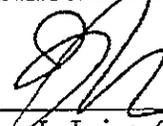
SIGNATURE PAGE FOLLOWS



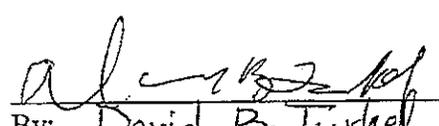
SIGNATURE PAGE
FOR GLO CONTRACT No. 12-494-000-6692
SUBRECIPIENT HOUSING GRANT AGREEMENT – ROUND 2

GENERAL LAND OFFICE

COUNTY OF HARRIS



Larry L. Laine, Chief Clerk/
Deputy Land Commissioner



By: David B. Turkel
Title: Director

Date of execution: 7/2/12

Date of execution: 6/27/12

ARTS LEGAL 
PS DIV 
AGC _____
GC  FOR WFW

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A:** Performance Statement and Benchmarks – Rental Housing Projects
- ATTACHMENT B:** Project Budgets – Rental Housing Projects
- ATTACHMENT C:** Nonexclusive list of Applicable Laws, Rules, and Regulations
- ATTACHMENT D:** General Affirmations
- ATTACHMENT E:** Federal Assurances – Non-Construction Programs SF-424B (Rev. 7-97) and Certifications Regarding Lobbying Lower Tier Covered Transactions (Form CD-512, Rev. 12-04)
- ATTACHMENT F:** Special Conditions

ATTACHMENTS FOLLOW



COUNTY OF HARRIS

SINGLE/MULTI-FAMILY RENTAL HOUSING PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the County of Harris area in strict accordance with the terms of the Sub-recipient's approved Housing Guidelines, Contract and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide a rental housing program to include rehabilitation, reconstruction, and new construction activities for one thousand one hundred thirty-six (1,136) units for a not-to-exceed budget of thirty one million seven hundred sixty-eight thousand eight hundred one dollars (\$31,768,801), of which fifty-one percent (51%) are for low to moderate income. Project Delivery and Administration costs will not exceed four million three hundred seven thousand one hundred thirty-five dollars (\$4,307,136).

Multi-Family Rental Housing Units-R-LMI-MULTI

The Subrecipient will construct nine hundred eleven (911) multi-family rental housing units for eligible applicants within specific site locations for a total not-to-exceed budget of fourteen million three hundred thirteen thousand five hundred ninety-six dollars (\$14,313,596.00). These funds may be used for the rehabilitation, reconstruction, and new construction of damaged or replace bought out rental housing units or to serve populations who were displaced during the storm, such as the homeless. Projects may involve the acquisition of property as discussed in the Acquisition section below.

The Subrecipient will ensure that all rehabilitated portions of the units meet all applicable local codes, rehabilitation standards, ordinances, including zoning ordinances and building codes, and the entire rehabilitated project complies with local health and safety codes, standards, and Housing Quality Standards (HQS) at project completion.

Newly constructed and reconstructed housing units meet the Model Energy Code (MEC), the design and construction requirements of the Texas Administrative Code (TAC), Title 10, Chapter 60, Subchapter (B) 10 TAC § 60.201-211 and the accessibility requirements noted in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973. Multi-family dwellings, as defined at 24 CFR §100.201, as well as common use facilities in developments must meet the design and construction requirements at 24 CFR §100.205, which implement the Fair Housing Act (42 U.S.C.3601-4619). All reconstructed and newly constructed housing units must comply with the universal design features in new construction as established by §2306.514, Texas Government Code.



Subrecipient shall conduct inspections on all Housing Units as follows: (1) foundation, including elevation certification when building in a floodplain; (2) rough-in (mechanical, plumbing, and electrical); (3) structural; (4) insulation; and (5) a final inspection; to meet the International Residential Code 2009, or the Local, County, State, or Federal Code, whichever is most stringent.

If the Housing Unit is located in an unincorporated or rural area, Subrecipient shall hire a certified 2009 IRC inspector to conduct the required inspections, and shall maintain all inspection documentation in the activity file.

Single Family Rental Housing Units-R-LMI-SINGLE

The Subrecipient will construct two hundred twenty-five (225) single family housing units for eligible applicants within specifically defined locations for a total not-to-exceed budget of nine million three hundred eighty thousand two hundred five dollars (\$9,380,205). These funds may be used for the rehabilitation, reconstruction, and new construction of damaged and or replace bought out rental housing units. Projects may involve the acquisition of property as discussed in the Acquisition section below.

The Subrecipient must ensure that, upon completion, the rehabilitated 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 Housing Quality Standards (HQS).

All reconstructed and newly constructed housing units must comply with the universal design features in new construction, as established by §2306.514, Texas Government Code; Energy Standards verified by a U.S. Department of Energy Building Energy Codes Program RESCHECK Certification, and the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code. All replacement housing, including manufactured housing units or modular homes, must comply with Housing and Urban Development (HUD) construction standards, and state, local or regional building codes, as applicable.

Subrecipient shall conduct inspections on all Housing Units as follows: (1) foundation, including elevation certification when building in a floodplain; (2) rough-in (mechanical, plumbing, and electrical); (3) structural; (4) insulation; and (5) a final inspection; to meet the International Residential Code 2009, or the Local, County, State, or Federal Code, whichever is most stringent.

If the Housing Unit is located in an unincorporated or rural area, Subrecipient shall hire a certified 2009 IRC inspector to conduct the required inspections, and shall maintain all inspection documentation in the activity file.



Acquisition-ACQ-LMI-MULTI; ACQ-LMI-SINGLE

The Subrecipient will set aside funds for the acquisition of properties for a not-to-exceed amount of eight million seventy-five thousand dollars (\$8,075,000). The acquired properties will be for:

- Two (2) Multi-family rental projects (\$6,475,000), where additional construction or rehabilitation activities are funded and benefit nine hundred eleven (911) Multi-Family Rental Housing Units-R-LMI-MULTI.
- One (1) single-family rental project (\$1,600,000), where additional construction activities are funded and benefit two hundred twenty-five (225) Single Family Rental Housing Units-R-LMI-SINGLE.

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COUNTY OF HARRIS

RENTAL HOUSING BENCHMARKS

Two (2) Months from the contract effective date:

- The Subrecipient is required to submit Housing Guidelines for approval by the GLO within sixty (60) days of the effective date of the Contract.

Six (6) months from the contract effective date:

- All sites for the construction of single/multi-family rental housing will have been identified;
- The architectural and engineering plans and specifications for the identified and/or acquired properties will be at one hundred percent (100%) completion;
- All environmental documents will have been approved and permits issued to allow construction to commence on all identified and/or acquired properties;
- The construction contract(s) will have been awarded to an approved contractor.

Twelve (12) Months from the contract effective date:

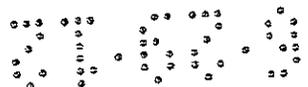
- Fifty percent (50%) of the construction work will have been completed;
- Thirty percent (30%) of the project funds will have been drawn down.

Eighteen (18) Months from the contract effective date:

- Ninety percent (90%) of the of construction work will have been completed;
- Seventy-five percent (75%) of the project funds will have been drawn;
- Lease up of the units will be underway.

Twenty-four (24) months from the contract effective date:

- One hundred percent (100%) of construction work is complete;
- A certificate of occupancy or architect's letter of completion has been issued;
- A total of eighty-five percent (85%) of the LMI units are under lease for multi-family, or;
- A total of one hundred percent (100%) of the LMI units are under lease for single-family rental.



COUNTY OF HARRIS

RENTAL BUDGET

<u>ACTIVITY CODE</u>	<u>CATEGORIES</u>		<u>ACTIVITY FUNDS</u>
R-LMI-MULTI	Rehabilitation, Reconstruction, New Construction	\$	14,313,596
R-LMI-SINGLE	Rehabilitation, Reconstruction, New Construction	\$	9,380,205
ACQ-LMI-MULTI	Purchase of Private Properties	\$	6,475,000
ACQ-LMI-SINGLE	Purchase of Private Properties	\$	1,600,000
4-PD	Project Delivery	\$	3,589,280
206-GA	Administration	\$	717,856
	<hr/>		
	TOTAL	\$	36,075,937

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Grantee 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 Grantee acknowledges that this list may not include all such applicable laws, rules, and regulations.

Grantee 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 Act and Regulations specified in **SECTION 1.03** of this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

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

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

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery;

Guidance Documents: 2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike; and Non-Housing Activities Application Guide, issued by the Texas Department of Housing and Community Affairs

CIVIL RIGHTS

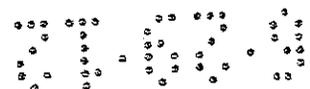
Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;"

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 Grantee 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.*);



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, Grantee 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 (40 U.S.C. 276a - 276a-5); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (18 U.S.C. 874); 41 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327A and 330);

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);

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);

GRANT AND AUDIT STANDARDS

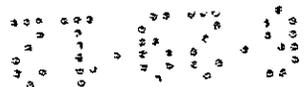
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations (24 C.F.R. Part 84);

Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments (24 C.F.R. Part 85);

OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments);

OMB Circular A-133 - Revised as of June 27, 2007 (Audits of States, Local Governments, and Non-Profit Organizations);



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;

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;

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);

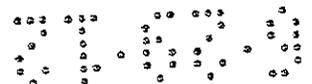
National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347);

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 CFR, 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.);

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);

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);

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 CFR, 1994 Comp. p. 859.

OTHER REQUIREMENTS

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

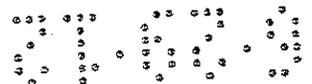
ACQUISITION/RELOCATION

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. Section 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).

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GENERAL AFFIRMATIONS

Grantee agrees without exception to the following affirmations:

1. The Grantee has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Grantee has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business 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. Any Grantee subject to this section must include names and Social Security numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Grantee certifies that the individual or business entity named in this Contract: i) has not been subjected to suspension, debarment, or similar ineligibility to receive the specified contract as determined by any federal, state, or local governmental entity; ii) is in compliance with the State of Texas statutes and rules relating to procurement; and iii) is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>. Grantee acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
5. Grantee agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
6. Grantee certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Grantee will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Grantee: _____
Date of Employment with Grantee: _____

7. Grantee agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.



8. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office, or its successor, in conducting the audit or investigation, including providing all records requested. Grantee will ensure that this clause is included in any subcontract it awards.
9. Grantee certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee's last date of employment at the GLO.
10. The Grantee shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. The Grantee shall include the above provisions in all subcontracts pertaining to the work.
11. Grantee understands that the GLO does not tolerate any type of fraud. The agency's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Grantees are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or tracey.hall@glo.state.tx.us
12. Grantee must take steps to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of the Contract and pronouncements made under this Contract, whether so directed by the GLO or at Grantee's initiative. Upon discovery of any alleged or suspected fraud, abuse of power, kickbacks, the embezzlement or loss of funds under this Contract, or the theft of any assets provided for under this Contract, the Grantee immediately shall notify the GLO and appropriate law enforcement authorities and cooperate in any investigation and enforcement action that follows.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.



ASSURANCES - NON-CONSTRUCTION PROGRAMS

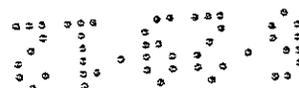
Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments 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 (0348-0040), 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 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 cost) 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 award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4726-4763) 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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 nondiscrimination 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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.



9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director
APPLICANT ORGANIZATION Harris County	DATE SUBMITTED 6/27/12

Standard Form 424B (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED



FORM CD-512
 (REV 12-04)

U.S. DEPARTMENT OF COMMERCE

**CERTIFICATION REGARDING LOBBYING
 LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 any agency, 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In 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 occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

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
Harris County	12-497-000-6692
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
David B. Turkel, Director	
SIGNATURE	DATE
<i>[Signature]</i>	6/27/12

THIS FORM MUST BE EXECUTED



DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
 0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
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 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.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS



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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include 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. 0348-0046. 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 (0348-0046), Washington, DC 20503.



SPECIAL CONDITIONS

IF APPLICABLE TO THE PROJECT, 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 PROJECTS ANTICIPATED.

SUBRECIPIENT AND IS DEEMED TO HAVE READ AND TO UNDERSTAND THE REQUIREMENTS OF EACH OF THE FOLLOWING, IF APPLICABLE TO THE PROJECT UNDER THIS CONTRACT:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 110-329, 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 that it has 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 Attachment 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 a Project 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 Act (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, or 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. SEPTIC SYSTEM IMPROVEMENTS – IF APPLICABLE

- (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 for GLO review . All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

E. HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Subrecipient shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. 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).



HOUSING REHABILITATION OR RECONSTRUCTION ASSISTANCE:

- (1) The housing rehabilitation or reconstruction assistance provided by Subrecipient for single family owner-occupied unit shall be in the form of a three-year deferred payment loan (DPL), at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the DPL will be forgiven at a rate of 33 percent per year, effective on the anniversary date of completion of the Project, evidenced by the date of the Certificate of Final Completion or Final Completion Form.
- (2) The full amount of the assistance provided shall be secured by a fully executed promissory note and Deed of Trust (DOT) filed against the property and recorded in the land records of each applicable county. The DPL may be in a first position (no existing indebtedness) or in a second position, subject or inferior only to an existing first mortgage.
- (3) If the homeowner occupies the home for the full three-year term, the note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the three-year lien term, the repayment provisions of the promissory note and DOT shall be enforced.
- (4) If, during the three-year lien term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by city council or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.
- (5) The national objective will be considered met only when the local governing body determines that a low to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the three-year forgivable loan, if the national objective was not achieved.
- (6) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances where a Subrecipient lien exists, upon completion of the three-year occupancy or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (7) In instances where another occupant proposes to occupy a previously assisted unit, the locality must document that the new applicant is income eligible and has been informed of the terms and conditions under which the assistance is being provided. The new homeowner(s) must acknowledge, in writing, that they have been informed of these terms and conditions and that they are subject to all of the provisions for the full remaining term of the DPL.

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