

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contracts, agreements, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () That the money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated hereby by this reference.

Other - Grant Funds Available

Cliff Brown
City Controller of the City of Houston

Date: 9-29, 2020

FUND REF: 5000-3000 ⁵²⁰¹⁰³ AMOUNT: \$ 2,080,733.00 ENCUMB. NO.: SP046-333140

OA 46-16293

City of Houston, Texas, Ordinance No. 2020 - 825

AN ORDINANCE APPROVING AND AUTHORIZING A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF HOUSTON AND THE SALVATION ARMY OF GREATER HOUSTON TO PROVIDE UP TO \$2,080,733.00 IN COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS RESPONSE FUNDS FOR PROVIDING HOMELESS DIVERSION SERVICES TO PERSONS IMPACTED BY THE COVID-19 PANDEMIC; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND DECLARING AN EMERGENCY.

* * * *

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), Public Law 116-136, authorized a special allocation of Community Development Block Grant Coronavirus (“CDBG-CV”), Housing Opportunities for Persons with Aids Grant Coronavirus (“HOPWA-CV”) and Emergency Solutions Grants Coronavirus (“ESG-CV”) to state and local jurisdictions to prevent, prepare for and respond to the coronavirus disease 2019 (“COVID-19”) pandemic; and

WHEREAS, on May 6, 2020, pursuant to Ordinance No. 2020-394, the City Council of the City of Houston (“Council”), approved and authorized the City to submit an Amended 2019 Annual Action Plan to HUD, including budgets for the following entitlement grants: 1) CDBG-CV in the amount of \$14,523,741.00, 2) HOPWA-CV in the amount of \$1,501,211.00 and 3) ESG-CV in the amount of \$7,252,552.00; and accepted funds from the aforementioned grants, if awarded; and

WHEREAS, the City’s Housing and Community Development Department (“HCDD”) and The Salvation Army of Greater Houston now desire to enter a Subrecipient Agreement from October 12, 2020 through September 30, 2022, to provide funding up to \$2,080,733.00 in CDBG-CV funds, to provide homeless diversion services to households that have been impacted by the COVID-19 pandemic; and

WHEREAS, the City is acting pursuant to the authority of Chapters 373 and/or 374 of the Local Government Code; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. That the City Council hereby approves and authorizes the contract, agreement or other undertaking described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Attorney is hereby authorized to take all actions necessary to enforce legal obligations under said Agreement without further authorization from City Council.

Section 2. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 30th day of September, 2020.

APPROVED this _____ day of _____, 2020.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is OCT 06 2020.

[Signature]
City Secretary

DocuSigned by:
[Signature]
2D15F4E132574F1...

Prepared by Legal Dept. _____
(KC/ea/09/21/20) Senior Assistant City Attorney
Requested by Tom McCasland - Director, Housing and Community Development Department
L.D. File No. _____
FUND REF: \$2,080,733.00
Community Development Block Grant – CARES Act
Federal Government – Grant Funded (5000)

g:\dac\ordinance\ordsalvationarmyCDBG-CV2020

AYE	NO	
✓		MAYOR TURNER
....	COUNCIL MEMBERS
✓		PECK
	ABSENT	DAVIS
✓		KAMIN
✓		EVANS-SHABAZZ
✓		MARTIN
✓		THOMAS
✓		TRAVIS
✓		CISNEROS
✓		GALLEGOS
✓		POLLARD
✓		MARTHA CASTEX-TATUM
✓		KNOX
✓		ROBINSON
	ABSENT-ON PERSONAL BUSINESS	KUBOSH
✓		PLUMMER
✓		ALCORN
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT
REVIEW DATE: OCT 06 2020

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement ("Agreement") is between the **CITY OF HOUSTON**, a home-rule city organized under the laws of the State of Texas, ("City"), and **THE SALVATION ARMY OF GREATER HOUSTON**, a domestic non-profit organization ("Subrecipient").

WITNESSETH:

WHEREAS, the City has entered into a Grant Agreement ("Grant Agreement") with the United States of America, acting by and through its Department of Housing and Urban Development ("HUD") for federal funding of a Community Development Block Grant ("CDBG") Program under the Housing and Community Development Act of 1974, as amended ("Act"); and

WHEREAS, under the Act, public service activities aimed at providing resources and assistance to low- and moderate-income persons are eligible for funding; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act, Public Law 116-136, authorized special allocated grant funds to state and local jurisdictions to prevent, prepare for, and respond to the novel coronavirus disease 2019 ("COVID-19"); and

WHEREAS, pursuant to the CARES Act, HUD has allocated additional grant funds, including CDBG coronavirus ("CDBG-CV"), Housing Opportunities for Persons with AIDS coronavirus ("HOPWA-CV") and Emergency Solutions Grants coronavirus ("ESG-CV") funds, to the City and authorized the City to use those funds to prevent, prepare for, and respond to COVID-19 impacts through grant eligible activities under existing HUD programs; and

WHEREAS, the City desires to provide allocated CDBG-CV funds to Subrecipient pursuant to the CARES Act and other applicable laws; and

WHEREAS, the primary goal of this Agreement is to provide diversion homeless services to a minimum of 1,000 unduplicated persons that have been impacted by COVID-19 (“Program”); and

WHEREAS, the City will provide a grant to the Subrecipient in an amount of up to \$2,080,733.00 in CDBG-CV funds, needed to help prevent and respond to the impacts of COVID-19; and

WHEREAS, Subrecipient has agreed to deliver the following program services, which are more particularly described in **EXHIBIT B**, attached hereto and incorporated herein by reference: (1) provide diversion services to at least 1,000 unduplicated individuals experiencing homelessness or near homelessness, (2) provide case management services, including landlord mediation and resolution and regular outreach to clients and landlords to ensure safety and satisfaction, and (3) develop an individualized housing plan; and

WHEREAS, the Program will be carried out in accordance with 24 CFR Part 570, including the Federal Contract Requirements attached hereto and incorporated herein under **EXHIBIT D**, and all other HUD requirements related to CDBG Public Services funding, whether expressly stated herein; and

WHEREAS, the City desires the competent performance of all services more fully described in this Agreement; and

WHEREAS, the City is acting pursuant to the authority of Chapters 373 and/or 374 of the Texas Local Government Code;

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the City and the Subrecipient, it is hereby agreed as follows:

ARTICLE I

Statement of Work

1.1 The Subrecipient hereby agrees that, for and in consideration of the payment of the sum of money specified in **EXHIBIT A** (Program Summary), it will competently perform or cause others to competently perform all of the services set forth in detail in **EXHIBIT B** (Scope of Services).

1.2 The Subrecipient represents that it has obtained, or will obtain, at its sole expense, all personnel required to facilitate the performance of the services under this Agreement. Such personnel shall not be employees of or have a contractual relationship with the City.

1.3 All the services necessary to facilitate performance under this Agreement shall be performed by the Subrecipient or under its supervision and all personnel engaged in performing said services shall be fully qualified and shall have any licenses or permits required under law to perform such services.

1.4 The Subrecipient shall utilize the funds awarded pursuant to this Agreement in accordance with the Budget, which is attached hereto and incorporated herein as **EXHIBIT C**.

1.5 The Subrecipient understands that it shall be held to the auditing requirements of 2 CFR Part 200, Subpart F – Audit Requirements, as may be applicable, and those set forth under **EXHIBIT D**, at Section 15.

ARTICLE II

Time of Performance

2.1 The term of this Agreement shall begin on October 12, 2020 and end on September 30, 2022. Subrecipient acknowledges and agrees that any services performed after the termination date of this Agreement, unless an extension of time under Section 2.3 of this Agreement has been granted, will be deemed to be gratuitously provided, and the City shall have no obligation to pay for such services unless the City Council approves an agreement to do so in its sole discretion.

2.2 The functions or services to be performed under this Agreement shall be completed as of the date described in Section 2.1 above.

2.3 This Agreement may be extended for up to six (6) months by the Director of the Department of Housing and Community Development ("Director"), in his or her sole discretion. The Subrecipient must request an extension in writing, at least thirty (30) days prior to the expiration of the initial term hereof. Extensions in excess of six (6) months must be by formal amendment to the Agreement and approved by City Council. Prior to the expiration of each further extension approved by City Council, the Director may extend this Agreement for up to an additional six (6) months, in his or her sole discretion, by written notice to Subrecipient.

ARTICLE III

Compensation and Payment

3.1 For and in consideration of the services performed under this Agreement, the City agrees to pay Subrecipient a sum not to exceed Two Million Eighty Thousand Seven Hundred Thirty-Three and 00/100 Dollars (\$2,080,733.00) in CDBG-CV funds, as set forth in **EXHIBIT C** (Budget), solely for the reimbursement of costs allowable under this Agreement and the Grant

Agreement with HUD. The City shall not be liable for the reimbursement of any expenses which are not allowable under the terms of this Agreement or under the Grant Agreement with HUD.

3.2 It is expressly agreed that in no event will the total amount of reimbursement, if any, due to the Subrecipient by the City under the terms of this Agreement exceed the sum set out in **EXHIBIT C** (Budget).

3.3 The City shall pay the Subrecipient on a monthly reimbursement basis as described in Section 3.4.

3.4 The Subrecipient shall submit a reimbursement request on or before the twentieth (20th) calendar day of each calendar month during the term of the Agreement, for the eligible costs incurred and paid during the preceding calendar month. The reimbursement requests shall include invoices, on forms provided by the City, and any other documentation reasonably requested by the Director. Reimbursement requests shall be subject to the approval of the Director, which approval shall not be unreasonably withheld. Payment shall be made on a reimbursement request within twenty (20) days of the date the request is approved by the Director. Payment shall be in the amount determined by the Director to be allowable under this Agreement and the Grant Agreement with HUD.

3.5 The Subrecipient understands and agrees to the prohibition against charging servicing, origination, or other fees for costs of administering this Program, except as authorized under 24 CFR §92.214(b)(1).

ARTICLE IV

Budget

4.1 The budget covering the services to be performed, activities and cost categories under this Agreement, is attached hereto as **EXHIBIT C**. All payments due to the Subrecipient shall be made in accordance with such Budget.

4.2 The Subrecipient may, with the written approval of the Director, reallocate funds among the various line activities and categories within the Budget.

4.3 The Subrecipient shall certify in writing that any reallocation of funds made pursuant to Section 4.2 will not result in a substantial change of the work program contained in the Scope of Services as detailed in **EXHIBIT B**, and that such reallocation will not impair the Subrecipient's ability to perform the functions and services required by the Agreement.

4.4 The Subrecipient understands that any reallocation of funds made pursuant to Section 4.2 that results in a substantial change in the work program contained in the Scope of Services as detailed in **EXHIBIT B** shall require a formal amendment that has been approved by City Council.

ARTICLE V

Reports and Evaluations

5.1 The Subrecipient will submit the following reports to the Director on the dates indicated:

- a. A Fiscal Report, quarterly on the 20th day of the calendar month following the end of each calendar quarter. This report shall consist of a trial balance taken from its General Ledger or a copy of its Revenue, Expenditures and Balance Sheet; and a copy of its balance reconciliation.

Quarter	Due Date
July – September	October 20th
October – December	January 20th
January – March	April 20th
April – June	July 20th

- b. A Monthly Progress Report, on the 20th day of each calendar month for the preceding calendar month. An Annual Performance Report, which is updated quarterly on the 20th day of the calendar month following the end of each calendar quarter (see schedule below).

Quarter	Due Date
July – September	October 20th
October – December	January 20th
January – March	April 20th
April – June	July 20th

The Subrecipient shall furnish the City with information and data concerning output measures, racial and ethnic data on participants, and beneficiaries and administrative functions pertaining to matters covered by this Agreement. The information furnished to the City will be used to meet HUD's reporting requirements, measure the progress of the Program, evaluate the Program's impact, and exercise general monitoring of the Program. The July 20th Annual Performance Report will be considered the final report for the year and used to prepare the annual IDIS and CAPER reports submitted to HUD for the CDBG Program.

5.2 Upon completion of the written reports, the Subrecipient shall provide the Director with copies of all back-up documents or papers relating to or substantiating such reports.

5.3 Failure to comply with the reporting requirements of this Article V shall be a material breach of the Agreement, and compensation and expense reimbursements to the Subrecipient may be withheld until the reports and back-up materials are submitted.

5.4 The Subrecipient, in addition to the reports required under Subsection 5.1, shall promptly provide any other reasonable reports requested in writing by the Director, including, but not limited to, a performance schedule and commitment of funding timeline to ensure performance goals are met and all funds are expended by the end of this Agreement.

5.5 The Subrecipient agrees to attend meetings as may be scheduled by the Director during the term of this Agreement to discuss any reports or the Subrecipient's general progress in performing

its obligations under this Agreement.

5.6 The Subrecipient agrees to allow officials of the City reasonable access to and the right to examine, copy or reproduce all records, books, papers and documentation of any nature regarding the Program, which is the subject of this Agreement.

5.7 The Director and/or other City representatives shall have the right to perform, or cause to be performed: (1) audits of the books and records of the Subrecipient, and (2) inspections of all places where work is undertaken in connection with this Agreement. The Subrecipient shall be required to keep such books and records available for such purpose for at least five (5) years after the termination of this Agreement. Nothing in this provision shall be construed to limit or in any way restrict the time for bringing a cause of action or any applicable statute of limitations. Subrecipient further agrees that failure to cure an audit finding within thirty (30) days following notice, may allow the Director to declare a default under Article XIV.

5.8 The Subrecipient shall promptly report to the Director any conditions, transactions, situations or circumstances, encountered by the Subrecipient, which would seem to warrant a special report in more detail than that which is necessary to perform the Scope of Services specified in this Agreement, including, but not limited to, notices from HUD or other cognizant federal agencies, and grievances and lawsuits, real or threatened.

5.9 Program monitoring will be carried out through a comprehensive review at least once during each Agreement period, including any extension of the Agreement, and as often as necessary to ensure compliance with this Agreement.

5.10 The City Attorney or his or her designee shall have the right to enforce all legal rights and obligations under this Agreement without further authorization. Subrecipient covenants to provide

to the City Attorney all documents and records that the City Attorney deems reasonably necessary to assist in determining Subrecipient's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

ARTICLE VI

Capacity, Cooperation, Fee Prohibitions and Confidentiality

- 6.1 Subrecipient acknowledges that it has the capacity and capability to effectively administer the services set forth in detail in **EXHIBIT B** (Scope of Services).
- 6.2 Subrecipient agrees to cooperate and coordinate with agencies of the relevant State and local governments responsible for services in the area served by the City for eligible persons and other public and private organizations and agencies providing services for such eligible persons.
- 6.3 Subrecipient agrees that no fees will be charged to any eligible person for any services which are funded pursuant to this Agreement.
- 6.4 Subrecipient agrees to maintain the confidentiality of the name of any individual assisted with funds hereunder and any other information regarding individuals receiving assistance, unless disclosure of such information is required by law.

ARTICLE VII

Other Program Standards and Requirements

Subrecipient agrees to carry out the activities described in this Agreement, in accordance with all applicable federal, state or local laws, rules, regulations, ordinances, guidelines, or requirements, including without limitation, those described at Subparts J and K of 24 CFR Part 570, and Federal Contract Requirements attached hereto as **EXHIBIT D**.

ARTICLE VIII

Agreement Limitations

8.1 Subrecipient agrees that it will carry out eligible activities in a manner free from religious influences.

8.2 Subrecipient shall adhere to the covenants and representations that follow:

- a. Subrecipient agrees that in the provision of services it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. Subrecipient agrees that it will not discriminate against any person applying for housing assistance and supportive services on the basis of religion and will not limit such housing or other services or give preference to persons on the basis of religion; and
- c. Subrecipient agrees it will provide no religious instruction or counseling, conduct no religious workshop or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such housing assistance or supportive services.

ARTICLE IX

Suspension and Termination

Notwithstanding anything contained herein to the contrary, in accordance with 2 CFR §200.338 – Remedies for Noncompliance, suspension or termination of this Agreement may occur if the Subrecipient fails to comply with any term of this Agreement. This Agreement may be terminated for convenience in accordance with 2 CFR §200.339 - Termination.

ARTICLE X

Re-appropriation of Funds

10.1 The City reserves the right to re-appropriate, as may become necessary, the federal funds for this Program. In the event the cumulative expenditures committed under this Agreement for

any particular time period fall substantially below the budgeted expenditures for the same period, the Subrecipient agrees to re-budget the estimated cost of the remaining activities of this Agreement. Such re-budgeting for decreased expenditures shall not require a formal amendment of this Agreement and shall be evidenced by a revised Budget approved on behalf of the Subrecipient and by the Director. Any excess funds remaining after said re-budgeting will be subject to reallocation to other new or existing projects/programs at the sole discretion of the City.

10.2 Failure of the Subrecipient to approve any revised Budget as set forth in Section 10.1 shall be a default of Subrecipient's obligations under this Agreement.

ARTICLE XI

Obligation of City

The Subrecipient acknowledges that the City's obligation hereunder for payment of compensation and expense reimbursement, if any, is limited to federal funds received pursuant to the Grant Agreement, and that unless and until adequate funds have been received by the City under the Grant Agreement, the City shall have no obligation to the Subrecipient.

ARTICLE XII

Agreement Documents

12.1 This Agreement includes the following Exhibits which are attached hereto and made a part hereof for all purposes:

EXHIBIT A	Program Summary
EXHIBIT B	Scope of Services
EXHIBIT C	Budget
EXHIBIT D	Federal Contract Requirements

EXHIBIT E

Certification Regarding Lobbying

EXHIBIT F

Certification for Debarment, Suspension, and
Other Responsibility Matters

12.2 This Agreement and the Exhibits mentioned in Section 12.1 embody the entire agreement between the City and the Subrecipient, and there are no other agreements, representations or warranties between the City and the Subrecipient in connection with this Agreement.

ARTICLE XIII

Address and Notices

13.1 All notices must be in writing and shall be delivered or mailed, postpaid and registered, or certified, return receipt requested, as follows:

To the City
If mailed or delivered:

Director
Housing and Community Development Department
2100 Travis St., 9th Floor
Houston, Texas 77002

To the Subrecipient
If mailed or delivered:

President
The Salvation Army of Greater Houston
1500 Austin St.
Houston, TX 77002

If mailed, notice shall be conclusively deemed effective on the third day after deposit in the United States mail; otherwise notice shall be effective on the date received.

13.2 Each party shall have the right to change its respective address or addressee provided that at least ten (10) days written notice is given of such new address or addressee to the other party.

ARTICLE XIV

Default and Remedies

14.1 The following shall constitute events of default under this Agreement:

- a. Failure of the Subrecipient to perform or observe any of the obligations, covenants, agreements, or conditions required to be performed or observed under this Agreement;
- b. The dissolution or liquidation of the Subrecipient; the filing of a voluntary petition in bankruptcy by the Subrecipient; the adjudication of the Subrecipient as bankrupt; an assignment for the benefit of creditors by the Subrecipient; the entry into an agreement for the benefit of creditors by the Subrecipient; the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or with respect to the Subrecipient under the Federal Bankruptcy Act; or appointment of a receiver or other similar official for the Subrecipient or for its property, unless within sixty (60) days after such appointment the Subrecipient causes such appointment to be stayed or discharged; or
- c. Any representation or warranty of Subrecipient contained in this Agreement or in any certificate or instrument executed by Subrecipient in connection with or pursuant to this Agreement is found to be false or misleading in any material respect.

14.2 In the event of the occurrence of any one or more of the above-mentioned events of default, the Director shall have the right to terminate this Agreement on twenty (20) days written notice to the Subrecipient, provided, that such termination shall be ineffective if within said twenty (20) day period, the Subrecipient cures such default to the satisfaction of the Director. The Director, at his or her sole discretion, may extend the period to cure any event of default for a reasonable time if the Director determines that the Subrecipient has initiated action to cure the event of default within the twenty (20) day period.

14.3 In addition to, or in lieu of, the foregoing termination procedure, the Director may withhold

all or any part of any sums which may be otherwise due to the Subrecipient related to such event of default and/or this Agreement, either (1) until such time as such event of default is cured; or (2) if such event of default is not or cannot be cured, forever. Should the Subrecipient fail to cure a default within the prescribed time period, the City shall have the right and the option to exercise any or all remedies, at law or in equity, to which it is entitled.

14.4 Notwithstanding anything contained herein to the contrary, the Subrecipient agrees that it will reimburse the City in a sum equivalent to the amount of disallowed expenditures in the event HUD or other cognizant federal agency rules, through audit exception or other action, that the Subrecipient's expenditure of funds awarded under this Agreement for the administration and operation of the Program was not made in compliance with this Agreement, or any applicable federal, state, or local laws, rules, regulations, ordinances, guidelines or requirements, provided that reimbursement to the City shall not be required if HUD, or other cognizant federal agency, instructs or requires Subrecipient to reimburse another federal entity for the same disallowed expenditures.

ARTICLE XV

Independent Contractor

15.1 In performing the obligations under this Agreement, Subrecipient shall act as an independent contractor solely for its own account and not as an agent, representative or employee of the City.

15.2 No employee, agent, or representative of the Subrecipient shall be considered an employee of the City nor be eligible for any benefits, rights or privileges accorded to City employees.

ARTICLE XVI

Parties in Interest

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and the Subrecipient only. Neither the United States Government nor HUD is a party to this Agreement.

ARTICLE XVII

Non-Waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies occurring hereunder upon an event of default or other failure of performance shall not be considered a waiver of the right to insist on and to enforce, by an appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future event of default or failure of performance.

ARTICLE XVIII

Applicable Law

This Agreement is subject to all laws of the United States of America, the State of Texas, the City Charter and ordinances of the City of Houston, and all rules and regulations of any regulatory body or officer having jurisdiction over this Agreement and the subject matter hereof, in particular, without limitation, the federal regulations codified at 24 CFR Part 570, including the Federal Contract Requirements attached hereto and incorporated herein under **EXHIBIT D**, and all other applicable federal, state and local rules, regulations and laws related to CDBG Housing Services, HUD environmental regulations, if any, and 24 CFR Part 5, Subpart L, pertaining to the Violence Against Women Act.

ARTICLE XIX

Agreement and Amendment

19.1 Any alterations, additions or deletions to terms which are required by changes in federal or state laws and regulations shall be automatically incorporated into this Agreement and shall take effect on the effective date of the law or regulation.

19.2 This Agreement may be amended by a written amendment that has been executed by the parties and approved by the City Attorney, except increases in funding and material changes to the Agreement shall require a formal amendment that has been approved by City Council.

ARTICLE XX

Indemnity/Release

TO THE EXTENT PERMITTED BY LAW THE SUBRECIPIENT, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS, HEREBY RELEASES AND DISCHARGES AND FURTHER COVENANTS AND WARRANTIES THAT IT WILL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS AND LEGAL REPRESENTATIVES (COLLECTIVELY, THE "CITY") FROM ANY AND ALL FINES, DEMANDS, JUDGMENTS, LIABILITIES OR CLAIMS ARISING BY REASON OF OR IN CONNECTION WITH:

- a. THE ACTUAL OR ALLEGED ERRORS, OMISSIONS, OR NEGLIGENT ACTS OF THE SUBRECIPIENT OR ANY OF ITS CONTRACTORS RELATING TO THIS AGREEMENT;**
- b. ANY SERVICES OR PERFORMANCES OF WORK UNDERTAKEN BY THE SUBRECIPIENT OR ANY OF ITS CONTRACTORS TO FULFILL THE REQUIREMENTS OF THIS AGREEMENT; OR**

- c. **ANY ACTUAL OR ALLEGED NEGLIGENT ACTS OR OMISSIONS OF THE CITY, UNLESS THE CITY IS SOLELY NEGLIGENT WITH RESPECT TO SUCH ACTS OR OMISSIONS.**

ARTICLE XXI

Drug Detection and Deterrence

The Subrecipient represents that it is a State created public housing authority which pursuant to this Agreement will provide services at no cost or reduced cost to the public and is, therefore, exempt from the requirements of Executive Order 1-31, as revised, and effective March 1, 1995, titled "Mayor's Drug Detection and Deterrence Procedures for Owners."

ARTICLE XXII

Program Income

The Subrecipient agrees to provide the City with an accounting for any income generated by, derived directly or indirectly from activities funded under, or conducted pursuant to this Agreement in accordance with 24 CFR §§92.503 and 92.504. Such income may include, but is not limited to service or activity fees, usage or rental fees. Program income, if any, must be reported to the City on a monthly basis and may be retained and used for additional eligible activities.

ARTICLE XXIII

Reversion of Assets

Subrecipient agrees that upon the expiration of this Agreement, Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.

ARTICLE XXIV

Anti-Boycott of Israel

Subrecipient certifies that Subrecipient is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

ARTICLE XXV

Zero Tolerance Policy for Human Trafficking and Related Activities

The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Subrecipient has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of the Agreement's Effective Date. Subrecipient shall notify the City's Chief Procurement Officer, City Attorney, and Director of any information regarding possible violation of the Subrecipient or its contractors providing services or goods under this Agreement.

IN WITNESS HEREOF, the City and the Subrecipient have executed this Agreement in multiple originals, each of equal force, to be effective on October 12, 2020.

SIGNATURE PAGE FOLLOWS

SIGNATURE AUTHORITY

The parties have executed this Subrecipient Agreement in multiple copies, each of which is an original. Each person signing this Subrecipient Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Subrecipient Agreement. Each Party represents and warrants to the other that the execution and delivery of this Subrecipient Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Subrecipient Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**THE SALVATION ARMY OF
GREATER HOUSTON**

CITY OF HOUSTON

By: _____
Name: _____
Title: _____

MAYOR

ATTEST/SEAL:

ATTEST/SEAL:

By: _____
CORPORATE SECRETARY

INTERIM CITY SECRETARY

Printed Name: _____

COUNTERSIGNED:

CITY CONTROLLER

DATE OF COUNTERSIGNATURE

APPROVED:

APPROVED AS TO FORM:

DIRECTOR, HOUSING AND
COMMUNITY DEVELOPMENT
DEPARTMENT

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

EXHIBIT A

PROJECT SUMMARY

**Subrecipient, Project Title, Period of Contract
and Maximum Compensation**

I. The Subrecipient is:

The Salvation Army of Greater Houston
1500 Austin Street
Houston, TX 77002

II. The project title is “COVID CARES Housing Plan (CCHP)”

III. The project will be located at:

Jones Residence (Program and Admin Site): 1603 McGowan Houston, TX 77004
Aldine Westfield Community Care Center: 2600 Aldine Westfield Houston, TX 77093
Northwest Community Care Center: 12507 Windfern Road Houston, TX 77064
International Community Care Center: 7920 Cook Road Houston, TX 77072
Temple Community Care Center: 4516 Irvington Blvd Houston, TX 77099

IV. The Contract period is from October 12, 2020 – September 30, 2022.

V. The maximum compensation for eligible activities under the Contract is \$2,080,733.00 in CDBG-CV funds. Funding for the Contract is subject to the provisions of ARTICLES III, IV, V, IX, X, XI, XIV, and XXIII thereof.

VI. The Housing and Community Development Department of the City of Houston will have the primary responsibility for administering the Contract on behalf of the City.

EXHIBIT B

EXHIBIT B

SCOPE OF SERVICES

The Salvation Army of Greater Houston

A. PROGRAM GOALS:

Through the COVID CARES Housing Program (CCHP), Salvation Army will provide case management and homeless diversion services to a minimum of 1,000 persons. A minimum of 1,000 unduplicated individuals will be assisted during the agreement period.

B. PROGRAM OBJECTIVE:

To serve its clients and comply with governmental regulations, the Subrecipient will use its funds to provide the services that follow and as described at 24 CFR§570.201(e), all in accordance with the Budget attached hereto as **Exhibit C**:

1. Providing case management to support diversion services to at least 1,000 unduplicated individuals experiencing homelessness or near homelessness.
2. Case management services will include landlord mediation and resolution, and regular outreach to both our clients and landlords to ensure safety and satisfaction.
3. Development of an individualized housing plan.

C. CONTENT AND OPERATIONS: The Subrecipient will provide Case Management Services to pair with diversion services in the field and/or at the following locations:

- Jones Residence (Program and Admin Site): 1603 McGowan Houston, TX 77004
- Aldine Westfield Community Care Center: 2600 Aldine Westfield Houston, TX 77093
- Northwest Community Care Center: 12507 Windfern Road Houston, TX 77064
- International Community Care Center: 7920 Cook Road Houston, TX 77072
- Temple Community Care Center: 4516 Irvington Blvd Houston, TX 77099

Services may be provided in-person, online, and/or by phone.

D. METHOD OF PAYMENT

The Subrecipient shall provide monthly reimbursement requests to the Housing and Community Development Department (HCDD) on forms provided by the City, or in a format approved by the

City. The monthly reimbursement request shall include invoices, copies of signed checks, and any other documentation reasonably requested by the Director of HCDD.

E. ENROLLMENT AND ELIGIBILITY DETERMINATIONS

Diversion is a strategy that helps people experiencing a housing crisis quickly identify and access safe alternatives to emergency shelter. Diversion strategies can include engaging in creative problem-solving conversations with clients, connecting clients with community resources and family supports, providing housing search and placement services, and securing flexible financial assistance to help people resolve their immediate housing.

Assistance may be financial for up to 3 months and/or may include family mediation to solve an immediate housing crisis.

The Subrecipient agrees to service participants that reside within City of Houston limits and/or are homeless. All referrals for diversion services will be obtained through The Way Home's Coordinated Access System.

F. PERFORMANCE MEASURES:

The Subrecipient agrees to provide a monthly report to HCDD which shall include the following performance measures monthly and cumulative:

- # of clients assessed in diversion
- # of clients provided case management
- Average length of time between case management and housing placement
- Housing outcomes of clients served

EXHIBIT C

DETAILED PROJECT BUDGET
THE SALVATION ARMY-HOUSTON AREA COMMAND

Agency Name:
TOTAL Public Service funds: \$2,080,733.00

ACCOUNT DESCRIPTION	ACCOUNT EXPLANATION/DETAILS	FTE	24 Month Amount	PS Funds %	ADMIN COSTS	PROGRAM COSTS	TOTAL Public Service GRANT	TOTAL OTHER FUNDING SOURCES	TOTAL PROJECT COSTS (PS+OTHER)	COSTS NOT ASSOCIATED WITH PROJECT	TOTAL COSTS	
												Public Funding
SALARIES, FRINGE BENEFITS & DIRECT DELIVERY COSTS												
Payroll and Personnel Expenses												
	Salary and Wages											
	Director of Operations	0.05	\$12,000.00	100.00%	\$12,000.00	\$ -	\$12,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
	Director of Case Management/Navigation	0.25	\$34,000.00	0.00%	\$ -	\$0.00	\$0.00	\$34,000.00	\$0.00	\$34,000.00	\$0.00	\$34,000.00
	Project Director	1	\$130,000.00	0.00%	\$ -	\$0.00	\$0.00	\$130,000.00	\$0.00	\$130,000.00	\$0.00	\$130,000.00
	Case Manager/Division Worker	15	\$1,560,000.00	0.00%	\$ -	\$0.00	\$0.00	\$1,560,000.00	\$0.00	\$1,560,000.00	\$0.00	\$1,560,000.00
	Area Command Accountant	0.05	\$6,500.00	100.00%	\$6,500.00	\$ -	\$6,500.00	\$0.00	\$0.00	\$6,500.00	\$0.00	\$6,500.00
	Rental Assistance Finance Manager	1	\$100,000.00	100.00%	\$100,000.00	\$ -	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00
	Data and Research Manager	0.05	\$5,200.00	100.00%	\$5,200.00	\$ -	\$5,200.00	\$0.00	\$0.00	\$5,200.00	\$0.00	\$5,200.00
	Compliance Review Manager	0.15	\$14,400.00	100.00%	\$14,400.00	\$ -	\$14,400.00	\$0.00	\$0.00	\$14,400.00	\$0.00	\$14,400.00
	Subtotal		\$1,862,100.00	7.42%	\$138,100.00	\$0.00	\$138,100.00	\$1,724,000.00	\$0.00	\$1,862,100.00	\$0.00	\$1,862,100.00
	Fringe Benefits											
	FICA		\$142,450.65	7.42%	\$10,564.65	\$ -	\$10,564.65	\$131,886.00	\$0.00	\$142,450.65	\$0.00	\$142,450.65
	Worker's Compensation		\$33,517.80	7.42%	\$2,485.80	\$ -	\$2,485.80	\$31,032.00	\$0.00	\$33,517.80	\$0.00	\$33,517.80
	SUI		\$0.00		\$ -	\$ -	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Insurance (Medical, Dental, Life)		\$407,721.60	7.41%	\$30,201.60	\$ -	\$30,201.60	\$377,520.00	\$0.00	\$407,721.60	\$0.00	\$407,721.60
	Retirement		\$37,242.00	7.42%	\$2,762.00	\$ -	\$2,762.00	\$34,480.00	\$0.00	\$37,242.00	\$0.00	\$37,242.00
	Subtotal		\$620,932.05	7.41%	\$46,014.05	\$0.00	\$46,014.05	\$574,918.00	\$0.00	\$620,932.05	\$0.00	\$620,932.05
Costs Related to the Provision of Services												
	Space Costs		\$9,600.00	52.53%	\$5,042.95	\$ -	\$5,042.95	\$0.00	\$4,557.05	\$9,600.00	\$0.00	\$9,600.00
	Utilities		\$12,000.00	0.00%	\$ -	\$ -	\$0.00	\$0.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
	Telephone/Communications		\$24,960.00	0.00%	\$ -	\$ -	\$0.00	\$24,960.00	\$0.00	\$24,960.00	\$0.00	\$24,960.00
	Mediation, Legal Services, Credit Repairs		\$41,400.00	0.00%	\$ -	\$ -	\$0.00	\$41,400.00	\$0.00	\$41,400.00	\$0.00	\$41,400.00
	Office Supplies		\$7,680.00	0.00%	\$ -	\$ -	\$0.00	\$7,680.00	\$0.00	\$7,680.00	\$0.00	\$7,680.00
	GL Insurance		\$14,962.00	0.00%	\$ -	\$ -	\$0.00	\$14,962.00	\$0.00	\$14,962.00	\$0.00	\$14,962.00
	Local Travel		\$20,880.00	0.00%	\$ -	\$ -	\$0.00	\$20,880.00	\$0.00	\$20,880.00	\$0.00	\$20,880.00
	Printing		\$12,000.00	0.00%	\$ -	\$ -	\$0.00	\$12,000.00	\$0.00	\$12,000.00	\$0.00	\$12,000.00
	Office Furniture		\$38,400.00	0.00%	\$ -	\$ -	\$0.00	\$38,400.00	\$0.00	\$38,400.00	\$0.00	\$38,400.00
	Copiers/Scanners		\$72,000.00	0.00%	\$ -	\$ -	\$0.00	\$72,000.00	\$0.00	\$72,000.00	\$0.00	\$72,000.00
	Office Computers/Laptops		\$28,800.00	0.00%	\$ -	\$ -	\$0.00	\$28,800.00	\$0.00	\$28,800.00	\$0.00	\$28,800.00
	Client Based Software/Support		\$300,000.00	0.00%	\$ -	\$ -	\$0.00	\$300,000.00	\$0.00	\$300,000.00	\$0.00	\$300,000.00
	Rental Subsidies - CCHP Project - DIVERSION		\$1,891,576.00	100.00%	\$ -	\$ -	\$1,891,576.00	\$0.00	\$0.00	\$1,891,576.00	\$0.00	\$1,891,576.00
	Subtotal		\$2,474,258.00	76.65%	\$5,042.95	\$1,891,576.00	\$1,896,618.95	\$561,082.00	\$16,557.05	\$2,474,258.00	\$0.00	\$2,474,258.00
TOTAL			\$4,957,290.05	41.97%	\$189,157.00	\$1,891,576.00	\$2,080,733.00	\$2,860,000.00	\$16,557.05	\$4,957,290.05	\$0.00	\$4,808,228.05

Summary for Project

	Amount	Percentage
Public Service Activity	\$189,157.00	9.09%
ADMINISTRATION COSTS	\$1,891,576.00	90.91%
PROGRAM COSTS	\$2,080,733.00	100.00%
TOTAL		

Approved:

Date:

DETAILED PROJECT BUDGET

COVID CARES Agency Name: THE SALVATION ARMY HOUSTON AREA COMMAND
 TOTAL Public Service funds: \$2,080,733.00

ACCOUNT DESCRIPTION	ACCOUNT EXPLANATION/DETAILS	FTE	24 Month Amount	PS Funds %	ADMIN COSTS	PROGRAM COSTS	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
							Public Service GRANT	FUNDING SOURCES	OTHER FUNDING SOURCES	PROJECT COSTS (PS+OTHER)	ASSOCIATED WITH PROJECT COSTS	COSTS

CHAIRMAN OF THE BOARD/ EXECUTIVE DIRECTOR

Approved: _____ Date: _____

DIRECTOR, HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT D

EXHIBIT "D"

FEDERAL CONTRACT REQUIREMENTS

All references to "Contractor" in this Exhibit shall apply to any Contractor, Subrecipient or Subcontractor performing work on behalf of the Contractor or Subrecipient pursuant to the foregoing Agreement/Contract, as applicable. The following Federal Contract Requirements will generally apply to all Contractors. Also see 2 CFR Part 200; applicable federal program requirements at 24 CFR Part 570 (CDBG), 24 CFR Part 92 (HOME), 24 CFR Part 574 (HOPWA), 24 CFR Part 576 (Emergency Solutions Grant); and applicable laws, rules and regulations relating to other programs administered by the U.S. Department of Housing and Urban Development ("HUD").

SECTION 1

Public Law 88-352 and Public Law 90-284; Affirmatively Furthering Fair Housing; Executive Order 11063

A. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. §2000d et seq.) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

B. The Contractor shall comply with Public Law 90-284, which refers to Title VII of the Civil Rights Act of 1968, also known as the Fair Housing Act (42 U.S.C. §3601 et seq.), which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale of rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. In accordance with the Fair Housing Act, the Secretary of HUD requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR §§5.150 - 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

C. Executive Order 11063, as amended by Executive Order 12259 (3 CFR §§1959-1963 Com., p. 652; 3 CFR §1980 Comp., p 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR Part 107, as applicable.

SECTION 2
Non-Discrimination in Programs and Activities

The Contractor shall comply with the Age Discrimination Act of 1975 and implementing federal regulations, **42 U.S.C. §6101 et seq.**, issued pursuant to the Act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act, or with respect to an otherwise qualified handicapped individual as provided in Chapter 126 of Title 42 and chapter 5 of Title 47 shall also apply to any such program or activity. (Also see 29 U.S.C.A. §794)

SECTION 3
National Flood Insurance Program

A. If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

B. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973, as amended. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement.

SECTION 4
Displacement, Relocation, Acquisition and Replacement of Housing

Contractor understands that projects funded hereunder may be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §4601-4655), as applicable; and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA.

SECTION 5
Employment and Contracting Opportunities

A. **Executive Order 11246, as amended by Executive Orders 11375,11478, 12086, and 12107 (Equal Employment Opportunity)**

The Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR Part 60.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of the U.S. Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,1965, as amended, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.

(7) The Contractor will include provisions similar to paragraph 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon subcontractors or vendors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. **Section 3 Of The Housing and Urban Development Act of 1968**

(1) The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. §1701u, "Section 3") and implementing regulations at 24 CFR Part 135 apply to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

(2) The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

(3) The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(4) The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

(5) Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a

condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

(6) The Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.

SECTION 6 **Lead-Based Paint Poisoning Prevention Act**

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R may apply to activities under the Agreement.

SECTION 7 **Use of Debarred, Suspended, or Ineligible Contractors or Subrecipients**

(a) The Contractor shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 5 or under the authority of the City.

(b) The Contractor shall not use federal funds for any contract for the construction, alteration or repair of the project funded under this Agreement with any contractor or subcontractor listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 8 **Uniform Administrative Requirements, Cost Principles and Audit Requirements**

The Contractor shall comply with "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as set forth under 2 CFR Part 200, as applicable.

SECTION 9 **Conflict of Interest**

A. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 CFR Part 200, Subpart B - General Provisions, shall apply.

B. In all cases not governed by 2 CFR Part 200, Subpart B, the provisions of this section shall apply. Such cases include, but may not be limited to, the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties or facilities).

- (i) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities with respect to federal activities or who are in a position to participate in a decision-making process or gain inside information with regard to federal assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter with respect to the federal assisted activity, or with respect to the proceeds of the federal assisted activity.
- (ii) The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient which receives funds under the federal grant.

SECTION 10
Eligibility for Aliens Not Lawfully Present in U.S.

Contractor understands that aliens not lawfully present in the U.S., as described in 49 CFR §24.208, are not eligible to apply for benefits under certain federal activities.

SECTION 11
Compliance with Clean Air and Water Acts

This Agreement may be subject to the requirements of the Clean Air Act, as amended (42 U.S.C. §§7401-7671q), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387) and the regulations issued under the Clean Air Act and the Federal Water Pollution Control Act and by the Environmental Protection Agency. In compliance with, the regulations, Contractor agrees that:

- A. No facility to be utilized in the project or program is on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to **40 CFR §15.20**.
- B. The Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§7401-7671q), and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387).
- C. As a condition for the award of this Agreement, the Contractor shall give prompt notice to the City of any notification of violations received from the Office of Federal Activities or the EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.

D. The Contractor will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.

E. In no event shall any amount of the funds provided under the Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

F. Contractors who receive subcontracts/subgrants of amounts in excess of \$150,000 are required to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251-1387).

G. Any violations of this Section 12 must be reported to the Federal awarding agency, the Regional Office of the Environmental Protection Agency (EPA), and the City.

SECTION 12

Architectural Barriers Act

The Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR §40.2 or the definition of "building" as defined in 41 CFR §101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 10119.6, for general type buildings).

SECTION 13

The Americans with Disabilities Act

The Americans with Disabilities Act, also referred to as the ADA (42 U.S.C. §12131; 47 U.S.C. §§155, 201, 218 and 225), provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

SECTION 14
Records for Audit Purposes

Without limitation to any other provision of the foregoing Agreement/Contract the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient pursuant to 2 CFR §200.333. The Contractor shall maintain records required by **24 CFR §135.92** for the period required under 2 CFR §200.333. The Contractor will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained **under 2 CFR §200.336**.

SECTION 15
Audit Requirements

A. Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review and audit as described hereinabove at Section 17. Contractor further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 CFR Part 200, Subpart F - Audit Requirements.

B. Single Audit - Single Audit - Contractor further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 CFR Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 CFR Part 200, Subpart F - Audit Requirements. Once the Contract is executed, Contractor understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

SECTION 16
Additional Federal Requirements under 2 CFR PART 200, Appendix II, as applicable

(A) **Simplified Acquisition Threshold.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. §1908, as may be amended from time to time, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) **Contract Minimum for Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) **Davis Bacon Act, as amended (40 U.S.C. §§3141–3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(D) **Copeland Anti-Kick Back Act**. Contracts must also include a provision for compliance with the Copeland “Antikickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701–3708)**. Where applicable, all contracts awarded by the nonfederal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §3702 and §3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. §3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. §3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) **Energy Policy and Conservation Act.** Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. §6201).

(H) **Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(I) **Procurement of Recovered Materials.** See 2 CFR §200.322.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

(1) No Federally 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds, other than Federally 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 Lobby", in accordance with its instructions.

(3) This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

THE SALVATION ARMY OF GREATER HOUSTON, a Texas non - profit corporation

Date

By: _____
Name: _____
Title: _____

EXHIBIT F

CERTIFICATION REGARDING

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The undersigned certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- (b) Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract or agreement under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000.00 or imprisonment for up to five (5) years, or both.

THE SALVATION ARMY OF GREATER HOUSTON, a Texas non-profit corporation

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.