

STATE OF TEXAS §  
COUNTY OF FORT BEND § KNOW ALL PERSONS BY THESE PRESENTS:

**EMERGENCY SOLUTIONS GRANTS PROGRAM**

**SUBRECIPIENT AGREEMENT BETWEEN FORT BEND COUNTY  
AND  
SALVATION ARMY OF GREATER HOUSTON**

THIS SUBRECIPIENT AGREEMENT is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as “Grantee” or “County”) and the Salvation Army of Greater Houston, a non-profit corporation under the laws of the State of Texas, hereinafter referred to as the “Subrecipient”.

WHEREAS, Grantee has entered into a Grant Agreement with the United States of America, acting by and through its Department of Housing and Urban Development, for federal funding of an Emergency Solutions Grants Program (ESG), under the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Public Law 111-22) for Emergency Solutions Grant (ESG) Program funds (hereinafter referred to as ESG) No. E-21-UC-48-0004; CFDA No. 14.231;

WHEREAS, the Grantee and Subrecipient desire to enter into an agreement whereby the Grantee shall grant ESG funds to the Subrecipient for the purpose of providing emergency shelter components which are eligible expenses under the rules and regulations regarding ESG Program grant funds;

WHEREAS, the Subrecipient has submitted an application to the Grantee for Fiscal Year 2021 ESG funds to provide a multi-faceted Program offering such services, in a manner satisfactory to the Grantee;

WHEREAS, the Subrecipient has stated its intention to ensure the eligibility of homelessness prevention and housing stabilization components charged to the ESG program;

WHEREAS, the Subrecipient has stated its intention to provide the required matching contribution to supplement the ESG Program in an amount that equals the amount of ESG funds provided by the Grantee

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, in consideration of the mutual covenants, agreements herein contained, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

- A. The Subrecipient will be responsible for administering an ESG Program Year 2021 funded program for homelessness prevention and housing stabilization services components in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.
- B. The Subrecipient shall be responsible for providing homelessness prevention and housing stabilization to families and individuals in the Subrecipient's Thrive center and providing short-term rental assistance. Activities covered under the ESG are as follows:

Homelessness Prevention

- Rental Assistance
- Stabilization Services

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on January 1, 2022 and end on December 31, 2022. This Agreement may only be extended upon written approval from Fort Bend County Commissioners Court.

III. BUDGET AND ALLOCATION OF COSTS

- A. Agreement with Subrecipient shall be funded using FY 2021 ESG funds.
- B. Budget

Line Item:

<u>Project Costs</u>	<u>FBC ESG Amount</u>	<u>SALVATION ARMY OF GH Match</u>
Homelessness Prevention	\$70,560.00	\$70,560.00
Rental Assistance		
Stabilization Services		
<b>SUB TOTAL</b>	<b>\$70,560.00</b>	<b>\$70,560.00</b>
<b>TOTAL PROGRAM BUDGET</b>		<b>\$141,120.00</b>

- C. Any proposed reallocation of funds among various budget line items constitutes a budget revision. The Subrecipient shall provide written justification for budget revision on letterhead and signed by the Subrecipient's representative. A budget revision is not approved for expenditure until the Subrecipient receives written approval from the Grantee's Community Development Director. Upon approval, the Subrecipient shall provide a revised budget to the Grantee. No more than two (2) budget revision requests shall be allowed during the contract period, to be submitted no later than ninety (90) days

before the end of the Agreement period, as defined in Section II of this Agreement.

- D. New line items constitute a budget revision and will be treated the same as a reallocation of funds.
- E. An increase or decrease in funds constitutes a budget amendment and must be formally approved by the Grantee.

#### IV. DUTIES OF THE GRANTEE AND SUBRECIPIENT

- A. The Subrecipient is responsible for administering an ESG-funded program in accordance with the scope and budget herein. The Subrecipient and the Grantee, through its Community Development Department Director, may by prior written agreement mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget.
- B. The Subrecipient shall be responsible for administering a FY 2021 ESG Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. This Agreement may provide only partial funding for this Program. The Subrecipient qualifies for the receipt and expenditure of such funding because the individuals served are unaccompanied youth who are homeless under other Federal statutes. The criteria for this homeless definition is in Exhibit A.
- C. The Subrecipient shall carry out activities with funds provided under this Agreement and shall meet one or more of the purposes of the ESG program, which include providing shelter support and operations. The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meets this purpose of the ESG program for each activity in each reporting period.
- D. The Subrecipient shall ensure that personnel providing services under this Agreement have all licenses required by law and/or are qualified to perform the services required under this Agreement. The Subrecipient shall further ensure that all Program and/or facility licenses necessary to provide the required services are current and that the Grantee shall immediately be notified if any such required licenses become invalid or are canceled during the term of this Agreement.
- E. Subrecipient must report client-level data, such as the number of persons served and their demographic information, in a Homeless Management Information System (HMIS) in accordance with 24 C.F.R. 576.400(f). The Grantee will provide information on how to access the HMIS. The Subrecipient must keep documentation evidencing the use of, and written intake procedures for accessing the HMIS.
- F. The Subrecipient must develop and implement written procedures to ensure the security and confidentiality of all records containing personally identifying information of any individual or family who receives Emergency Solutions Grant (ESG) assistance in the shelter in accordance with 24 C.F.R. 576.500. The address or location of any domestic violence, dating violence, sexual assault, or stalking shelter project assisted under the ESG shall not be made public, except with written authorization of the person responsible for the

operation of the shelter. The address or location of any housing of a program participant shall not be made public, except as provided under a preexisting privacy policy of the Recipient or Subrecipient and consistent with state and local laws regarding privacy and obligations of confidentiality

V. PAYMENT

- A. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed Seventy Thousand Five Hundred Sixty and No/Dollars (\$70,560.00). Drawdowns for the payment of eligible expenses shall be made on a monthly basis against the budget specified herein and in accordance with performance. Subrecipient shall submit a reimbursement request on or before the fifteenth (15th) day of the month for the costs incurred during the current month. Such invoices shall include any other documentation requested by the Grantee. All invoices shall be approved by the Fort Bend County Community Development Department prior to payment.
- B. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR Part 200, et al.

VI. MATCHING FUNDS

- A. The Subrecipient shall match the amount of ESG funds provided by Grantee under 42 U.S.C. 11375 as specified in 24 CFR 576.201 in amounts indicated in Section III. BUDGET AND ALLOCATION OF FUNDS. Funds used to match a previous ESG grant may not be used to match a subsequent grant award. The Subrecipient's match may be provided through matching funds or through voluntary efforts. The matching amount shall be calculated in accordance with 42 U.S.C. 11375(a) (3) by the following:
  - 1. Salary paid to staff to carry out the program.
  - 2. Time contributed by volunteers shall be consistent with those ordinarily paid for similar work in the Subrecipients organization. If the Subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.
  - 3. Donated material or building, or of any lease, match amount will be determined by Grantee using a method reasonably calculated to establish a fair market value.

VII. NOTICE

- A. Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement from and after the expiration of three (3) days after it is so deposited.

- B. Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Carol Borrego, Director Fort Bend County Community Development Department 301 Jackson St. Richmond, Texas 77469 (281) 341-4410	Zach Bell, Area Commander Salvation Army 1500 Austin Street Houston, Texas 77002 (713) 752-0677

With a copy to:  
Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

- C. A Notice is effective only if the party giving or making the Notice has complied with subsections A. and B. above and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### VIII. SPECIAL CONDITIONS

*No special conditions apply.*

#### IX. GENERAL CONDITIONS

##### A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 576 of the Housing and Urban Development regulations concerning the ESG Program and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient agrees to comply with all applicants' federal, state and local laws and regulations governing the funds provided under this Agreement and include all applicable

clauses in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

B. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the purposes of the ESG program which include the following: - 1) to help improve the quality of existing emergency shelters for the homeless; 2) to help make available additional emergency shelters; 3) to help meet the costs of operating emergency shelters and providing certain essential social services to homeless individuals and; 4) to restrict the increase of homelessness through the funding of preventive programs and activities.

C. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

D. Hold Harmless

**SUBRECIPIENT SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND GRANTEE AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, CHARGES AND JUDGMENTS, AND OTHER EXPENSES WHATSOEVER, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SUBRECIPIENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SUBRECIPIENT OR ANY OF SUBRECIPIENT'S AGENTS, SERVANTS OR EMPLOYEES.**

NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY WHERE SOVEREIGN IMMUNITY APPLIES.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.

F. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Subrecipient's assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the insurance and bonding requirements of 2 CFR 200.310 and 2 CFR 200.325.

The Subrecipient shall include these clauses in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

#### G. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

#### H. Amendments

The Subrecipient and the Grantee, through its Director of the Fort Bend County Community Development Department may, by prior written agreement, mutually agree to re-allocate the funds among the various line items of the budget or to new line items created in the budget. No more than two (2) budget re-allocation requests shall be allowed during the contract period, to be submitted no later than ninety (90) days before the end of the Agreement period, as defined in Section II of this Agreement. Budget re-allocation requests submitted within ninety (90) days before the end of the Agreement period will not be approved.

Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement.

Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

#### I. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service in Section I. of this Agreement may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data,

studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Subrecipient ineligible for any further participation in Grantee Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to fifteen percent (15%) of said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

## X. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

The Subrecipient shall include these clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor

#### 1. Records to Be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Section 576.500, and that are pertinent to the activities to be funded under this Agreement.

Such records shall include, but not be limited to:

- a. Records providing a full description of each activity undertaken in accordance with 24 CFR Section 576.500 (f) “Program participant records”;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the ESG program;
- c. Records required to determine the eligibility of activities;
- d. Records documenting the status and eligibility of each individual or family for ESG assistance;
- e. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ESG assistance;
- f. Records documenting compliance with the fair housing and equal opportunity components of the ESG program;
- g. Financial records as required by 24 CFR Part 576 and 2 CFR Part 200; and
- h. Other records necessary to document compliance with Subpart F of 24 CFR Part 576.

## 2. Document Retention

The Subrecipient shall retain all records pertaining to each fiscal year of ESG fund expenditures incurred under this Agreement for the greater of five (5) years after the termination of all activities funded under this Agreement, whichever occurs later or for the period specified below:

- a. documentation of each program participant’s qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for five (5) years after the expenditure of all funds from the grant under which the program participant was served;
- b. where ESG funds are used for the renovation of an emergency shelter which involves costs charged to the ESG grant that exceed 75 percent of the value of the building before renovation, records must be retained until ten (10) years after the date that ESG funds are first obligated for the renovation; and
- c. where ESG funds are used to convert a building into an emergency shelter and the costs charged to the ESG grant for the conversion exceed 75 percent of the value of the building after conversion, records must be retained until ten (10) years after the date that ESG funds are first obligated for conversion.

Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after he/she has received final payment.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until

completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data Reports

The Subrecipient shall furnish reports, to the Grantee, which include, but may not be limited to the following:

- a. Client Data Reports submitted monthly to Grantee.
- b. Client Data Summary Reports submitted monthly to Grantee.
- c. Employee Data Reports submitted monthly to Grantee.
- d. Performance Report submitted at the end of Agreement period.

Monthly reports shall be submitted within fifteen (15) working days of the end of the reporting periods. The performance report is due within thirty (30) working days after the end of the Agreement period. Reports shall be submitted in the format provided by Grantee.

4. Property Records

The Subrecipient shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 576.500.

5. Close-outs

Subrecipient obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ESG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be

fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits.

#### C. Payment Procedures

##### 1. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Grantee share of administrative costs and shall submit such plan to the Grantee for approval. The use of ESG grant funds must be in compliance with 2 CFR Part 200.

##### 2. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments and in accordance with Section V. PAYMENT. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

#### D. Procurement

The Subrecipient shall include these clauses in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

##### 1. Compliance

The Subrecipient shall comply with current HUD and County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

##### 2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 200.318, and shall subsequently follow, Property Management Standards, covering utilization and disposal of property.

3. Uniform Administrative Requirements

The Subrecipient shall comply with 2 CFR Part 200, Subpart E, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, as set forth at 24 CFR § 576.500.

4. Travel

The Subrecipient shall comply with all travel cost requirements as set forth in 24 CFR Part 576. In addition, Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

5. Debarment and Suspension

The Subrecipient shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 CFR Part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders Nos. 12549 and 12689, “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

6. Use and Reversion of Assets

- a. *Renovated buildings.* Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of 3 or 10 years, depending on the type of renovation and the value of the building. The “value of the building” is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of 10 years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction. (i) *Major rehabilitation.* If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is 10 years. (ii) *Conversion.* If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is 10 years.

- b. The Grantee in its sole discretion shall determine whether or not the building for which the funds under this agreement are used is being maintained as a shelter for the homeless.
- c. Reversion. Further, if within five (5) years of the termination or expiration of this Agreement, the Subrecipient ceases to use any or all personal property attributable to ESG funds to meet a national objective, the personal property shall either revert to the Grantee or be disposed of in accordance with the applicable federal rules and regulations, including, but not limited to 2 CFR 200.
- d. Nothing contained herein shall be construed to conflict with the duties of the Subrecipient as set forth in the Texas Non-Profit Corporation Act (Tex. Ann. Civ. St. Art. 1396-1.01, et. seq.) or any other applicable statute.

## XI. DISPLACEMENT, RELOCATION, AND ACQUISITION

The Subrecipient agrees to comply with 24 CFR 576.408 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences. Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with ESG funds is generally discouraged.

In addition, the Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 24 CFR Part 576; (2) the requirements governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 49 CFR Part 24. The Subrecipient shall provide relocation assistance to displaced persons that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for federally assisted project.

## XII. PERSONNEL & PARTICIPANT CONDITIONS

- A. The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.  
Civil Rights

### 1. Compliance

The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, as amended by 12259, and

Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086 and all other applicable requirements of 24 CFR 576 Subpart G.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504- Discrimination against the Handicapped

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The Grantee shall provide the Subrecipient with any guideline necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Fair Housing Act

Subrecipient will not violate the Fair Housing Act which prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin and provides protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. Subrecipient will abide by all requirements as set by the Fair Housing Act for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

## B. Affirmative Action

The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action program for approval prior to the award of funds.

### 2. Small, Women and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Subrecipient shall furnish and cause each of its subcontractor to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

### 4. Notifications to Labor Unions

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency Contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs XII, A. Civil Rights, and B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

C. Employment Restrictions

The Subrecipient shall include the following clauses in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; lobbying, political patronage, and nepotism activities.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

The provisions of the Davis-Bacon Act (40 U.S.C. 276a-276a-5) do not apply to this program.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any subcontractor. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any subcontractor, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is

provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all Subcontract executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and Agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the areas of the project."

The Subrecipient certifies and agrees that no Contractual or other disability exists which would prevent compliance with the requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its 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.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every Subcontract and will take appropriate action pursuant to the Subcontract upon a finding that the subcontractor is in violation of regulations issued by the Grantor Agency. The Subrecipient 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 135 and will not let any Subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the

prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any Subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any Subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all Subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all Subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

In addition to the conflict of interest requirements in 2 CFR 200.317-8, the Subrecipient agrees to abide by the provisions of 24 CFR 576.404 with respect to conflicts of interest:

No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or the Subrecipient who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard

to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure. HUD may grant an exception to this exclusion as provided in 576.404(b) (3) (d) and (e) of this chapter.

5. Lobbying

The Subrecipient certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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
- b. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) 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:
- d. 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.C. 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.

6. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain Federal and Federally funded buildings and other facilities to be

designed, constructed, or altered in accordance with the standards that insure accessibility to, and use by, physically handicapped people. The Subrecipient also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131 U.S.C. 155, 201, 218 and 225) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

7. Copyright

The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

If this Agreement results in any copyrightable material, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

8. Equal Participation of Faith-Based Organizations

The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

The Subrecipient agrees that funds provided under this Agreement will not be directly utilized for explicitly religious activities, such as worship, religious instruction, or proselytization in accordance with the federal regulations specified in 24 CFR 5.109 "Equal Participation of Faith-based Organizations in HUD Programs and Activities." The Subrecipient must also document their compliance with the faith-based activities regarding disposition and change in use of real property as required under § 576.406.

XIII. ENVIRONMENTAL CONDITIONS

The Subrecipient shall include the following clauses in every Subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

A. General Environmental Requirements (with respect to the use of funds)

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR Part 58).

B. Energy Conservation and Resource Recovery

The Subrecipient agrees to 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. The Subrecipient agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA), and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials” at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

C. National Flood Insurance Program

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, the Subrecipient agrees that ESG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. Subrecipient also acknowledges that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).

D. Floodplain Management (24 CFR Part 55)

Subrecipient will select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order 11988, Floodplain Management, directs agencies “to avoid direct or indirect support of floodplain development wherever there is a practicable alternative” (24 CFR Part 55).

E. Flood Disaster Protection Act of 1973

The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

F. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 576.403, and 24 CFR Part 35, and subparts A, B, H, J, K, M, and R. Such regulations pertain to all HUD-assisted shelters and housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

G. Historic Preservation

The Subrecipient agrees to comply with regulations set at 24 CFR 58.5 the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the Texas Historical Commission for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

XIV. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

Subrecipient's attention is called to the fact that this Agreement between County and Subrecipient will be subject to financial assistance contracts between the County and various State or Federal agencies. The Agreement to be awarded, therefore, is subject to the terms of these agreements and will not proceed without these agreements having been duly executed. The Subrecipient will be required to comply with, in addition to other provisions of the agreement, the conditions required by applicable federal regulations. Subrecipient will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

XV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XVI. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. APPLICABLE LAW

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

XVIII. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this Section are required by Texas Law and are included by County regardless of content.

A. Certification that Subrecipient is not on Comptroller's Listed Companies

Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Subrecipient verifies that Subrecipient is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Texas Government Code.

B. Agreement to Not Boycott Israel under Chapter 2271 Texas Government Code

If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code

C. Agreement to Not Boycott Energy Companies

If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such

contracts. "Boycott Energy Company" has the meaning provided in section 809.001 of the Texas Government Code.

D. Agreement to Not Discriminate Against a Firearm Entity or Trade Association

If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

XIX. HUMAN TRAFFICKING

BY ACCEPTANCE OF CONTRACT, SUBRECIPIENT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

XX. INCORPORATION OF EXHIBITS

The following documents shall be a part of this Agreement:

- Exhibit A Homelessness Prevention Definition
- Exhibit B Certification of Contracts, Grants Loans and Cooperative Agreements
- Exhibit C ESG Certifications
- Exhibit D Conflict of Interest Disclosure Forms

XXI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XXII. EXECUTION

This Agreement shall become effective upon execution by County

*{Execution Page Follows}  
{Remainder Intentionally Left Blank}*

**GRANTEE: FORT BEND COUNTY**

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED BY COUNTY PROJECT MANAGER:

Carol Borrego  
\_\_\_\_\_  
Carol Borrego, Director  
Fort Bend County Community Development Department

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant County Attorney

**SUBRECIPIENT: SALVATION ARMY OF GREATER HOUSTON**


By 

Date 5/18/22

Ronnie Raymer  
\_\_\_\_\_  
Printed Name

Texas Divisional Commander  
\_\_\_\_\_  
Title

ATTEST:

  
\_\_\_\_\_  
Secretary

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of  
\$ \_\_\_\_\_ to accomplish and pay the obligation of the  
Fort Bend County under this contract.

\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

**EXHIBIT A**  
**CRITERIA FOR HOMELESS DEFINITION**

"At risk" of homelessness is defined under 24 CFR § 576.2 of the ESG Program Interim Rule and 24 CFR §578.3 of the CoC Program Interim Rule.

24 CFR § 576.2 Definitions.

At risk of homelessness means:

- (1) An individual or family who:
  - (i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
  - (ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this Section; and
  - (iii) Meets one of the following conditions:
    - (A) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
    - (B) Is living in the home of another because of economic hardship;
    - (C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
    - (D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
    - (E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
    - (F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
    - (G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
- (2) A child or youth who does not qualify as "homeless" under this Section, but qualifies as "homeless" under Section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), Section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), Section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), Section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or Section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
- (3) A child or youth who does not qualify as "homeless" under this Section, but qualifies as "homeless" under Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

**EXHIBIT B**  
**Certification for Contracts, Grants, Loans**  
**And Cooperative Agreements**


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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of 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, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making for 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.

Executed this 18<sup>th</sup> date of May 2022  
By   
(Signature)  
Ronnie Ragner  
(typed or printed name)  
Texas Divisional Commander  
(Title, if any)

Covered Action: EMERGENCY SOLUTIONS GRANT PROGRAM  
(Type and identity of program, project or activity)

## **Exhibit C**

### **ESG Certifications**

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

**Renovation** – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



\_\_\_\_\_  
Signature/Authorized Official

5/18/22

\_\_\_\_\_  
Date

Ronne Raymer - Texas Divisional Commander  
Printed Name and Title

**EXHIBIT D**  
**Conflict of Interest Disclosure Form**

The ESG regulations at 24 CFR 576.404 provide that no person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient or subrecipient that are receiving ESG funds and:

1. who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program; or
2. who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; or
3. have a financial interest in any contract, subcontract or agreement with respect to an assisted activity; or
4. have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one (1) year period following his or her tenure.


A disclosure of the nature of the conflict must be made at the time a proposal for ESG Program funds is submitted to the Fort Bend County Community Development Department.

I certify that no conflict of interest exists between Fort Bend County and  
The Salvation Army, a GA Corp - Houston  
(Name of Organization)

I certify that a conflict of interest exists between Fort Bend County and  
\_\_\_\_\_  
(Name of Organization)

The nature of the conflict of interest is described below: (Please identify the individual, employment, and the conflict of interest [their affiliation with your organization]).

\_\_\_\_\_

 \_\_\_\_\_  
Signature of Authorized Agency Official Date 5/18/22

Ronnie Raymer - Texas Divisional Commander  
Typed Name and Title