STATE OF TEXAS § AMERICAN RESCUE PLAN ACT
BEXAR COUNTY § GRANT AGREEMENT

This American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Funds Funding Agreement (the "Agreement") is entered into and between BEXAR COUNTY, TEXAS ("COUNTY"), a political subdivision of the State of Texas, through its ARPA Office, Habitat for Humanity of San Antonio, a Texas 501(c)(3) non-profit corporation, ("SUBRECIPIENT" or "Grantee"), (also, individually, a "Party" or, collectively, the "Parties"). The Parties agree as follows:

ARTICLE ONE
INTRODUCTION

1.01 On March 13, 2020, Texas Governor Greg Abbott ("Governor Abbott") issued a declaration of public health disaster in and for the State of Texas due to the COVID-19 pandemic, and on March 19, 2020, the Texas Department of State Health Services ("DHS") issued a declaration of a public health disaster in the State of Texas. Governor Abbott's and DHS's declarations of a public health disaster continue to remain in effect.

1.02 COUNTY received Coronavirus State and Local Fiscal Recovery Funds ("SLFRF Grant Funds"), established by the American Rescue Plan Act of 2021 ("ARPA"), enacted on May 10, 2021, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery in areas affected by COVID-19. COUNTY is required to follow the terms and conditions set forth in the SLFRF Grant Funds Award Terms and Conditions, attached as Exhibit "A".

1.03 ARPA, U.S. Department of the Treasury ("Treasury") rules, and associated guidance grant substantial discretion to jurisdictions to use the ARPA award funds in the ways that best suit the needs of their constituents - but limit eligible uses of SLFRF Grant Funds: to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and to make necessary investments in water, sewer, or broadband infrastructure.

1.04 Following guidance of Treasury, Bexar County Commissioners Court identified broad areas impacted by COVID, including impacts to households, businesses and/or nonprofits, and established an ARPA Office whose role was to develop related and reasonably proportional responses to the identified impacts of COVID-19 ("ARPA Office"). The ARPA Office reviewed proposals to determine if they were ARPA-funding eligible and fit within the Treasury-identified enumerated uses or if they would otherwise be eligible as a non-enumerated use. Selected respondents were required to submit an application to assess risk along with other supporting information in order to allow the ARPA Office to review and determine projects or proposed uses of funding to recommend to the Bexar County Commissioners Court as best suited to support or assist a more equitable recovery within Bexar County.

1.05 In compliance with the federal HOME Investment Partnership Program (HOME), SUBRECIPIENT is an entity expanding sustainable single family homeownership opportunities to low
income Bexar County residents by developing buildable, residential single family lots known as the Rancho Carlota Development Project, ("Project") to serve as decent, safe, and sanitary housing development for vulnerable populations earning up to 80% of the area median income (AMI) as adjusted for family size and that are disproportionately impacted by the negative economic impacts of the COVID–19 public health emergency by targeting the region’s social determinants of health inequity ("Project" or "Program"), as further described in Exhibit “B” and Exhibit “C". SUBRECIPIENT will provide home ownership readiness training and housing counseling to assisted households of the Project as provided directly by the SUBRECIPIENT and/or its partnering agencies or local nonprofit providers. SUBRECIPIENT will incur certain land acquisition and construction costs or expenses in connection with the Project, which are eligible for reimbursement by SLFRF Grant Funds under Expense Category 2.15, Long-term Housing Security: Affordable Housing.

1.06 The ARPA Office has determined, following an evaluation of SUBRECIPIENT’s application for funds, including the financial stability, and risk assessment by the ARPA Office to determine SUBRECIPIENT’s risk of noncompliance with funding requirements, that SUBRECIPIENT may receive SLFRF Grant Funds for SUBRECIPIENT’s Project. Bexar County Commissioners Court has determined that providing SUBRECIPIENT with funding is a necessary and appropriate expenditure of SLFRF Grant Funds received by COUNTY.

ARTICLE TWO
PURPOSE

2.01 SUBRECIPIENT agrees to administer the Project and perform or cause to be performed all activities as further discussed in this Agreement and in accordance with the terms of the exhibits and addendums listed in Article 16. All exhibits and addendums are attached hereto and incorporated herein for all relevant purposes.

ARTICLE THREE
REIMBURSEMENT OF EXPENSES

3.01 SLFRF Grant Funds will be paid by COUNTY to SUBRECIPIENT for allowable costs that SUBRECIPIENT incurs in the not to exceed amount stated in Exhibit “B". SUBRECIPIENT will submit requests for budget revisions to COUNTY for approval in accordance with this Agreement and Exhibit “D". All budget revision requests must be submitted no less than 60 days prior to the end of the contract period, December 31, 2026. COUNTY will not consider requests for budget revisions submitted after this deadline.

3.02 SUBRECIPIENT will submit a billing package (which will include an Invoice and Invoice Expenditure Report, Monthly Performance Report and the Monthly Construction Progress Report required pursuant to Exhibit “D") on a monthly basis no later than the 10th day after the close of each month in the formats detailed in Exhibit “E”, along with sufficient documentation of eligible expenses incurred during the preceding month (e.g., receipts, invoices etc.). SUBRECIPIENT will utilize the guidance in Exhibit “F” in completing its billing package. COUNTY will pay these submitted invoices in accordance with the Texas Prompt Payment Act.
SUBRECIPIENT will submit reimbursement requests to County’s ARPA Office with supporting documentation to:

Via mail: Bexar County ARPA Office
          101 West Nueva, Suite 809
          San Antonio, Texas 78205

Via email: ARPA@bexar.org

3.03 All reimbursement decisions are to be made by the Bexar County Auditor (“Auditor”). The decision of the Auditor as to the final amount eligible for reimbursement or whether a particular submitted expense is eligible for reimbursement is final and not subject to dispute. Submitting an incomplete reimbursement request or performance report will cause the reimbursement to be delayed, or denied. SUBRECIPIENT will be responsible to furnish any additional documentation requested by the Auditor to substantiate the reimbursement request or performance report. If the information is not provided within five (5) business days, the reimbursement request will not be considered for reimbursement.

3.04 COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that SUBRECIPIENT has not refunded COUNTY. COUNTY may take repayment from funds available under this Agreement in amounts necessary to fulfill SUBRECIPIENT’s repayment obligations.

3.05 Within 10 business days of COUNTY’s written request, SUBRECIPIENT will refund to COUNTY any sum of money paid by COUNTY to SUBRECIPIENT that COUNTY has determined:

   a) Resulted in overpayment to SUBRECIPIENT;
   b) Has not been spent by SUBRECIPIENT; or
   c) Is not supported by adequate documentation to fully justify the expenditure or alternatively, is determined by COUNTY to be an expense or cost that is not qualified for SLFRF Grant Funds under this Agreement.

ARTICLE FOUR
FEDERAL FUNDING; SUBRECIPIENT OBLIGATIONS

Federal Funding

4.01 SUBRECIPIENT acknowledges that SLFRF Grant Funds will be used to fund this Agreement. SUBRECIPIENT agrees further that it will be bound by the SLFRF Grant Funds Award Terms and Conditions, attached as Exhibit “A”, between Treasury and COUNTY and such other rules, regulations, or requirements as Treasury may reasonably impose in addition to the aforementioned assurances at or subsequent to the execution of this Agreement by the Parties hereto. SUBRECIPIENT will comply with all requirements for subrecipients contained in 2 CFR Part 200, et al.—and any changes to 2 CFR Part 200, et al. will be automatically incorporated into this Agreement without written amendment hereto, and will become a part hereof as of the effective date of the rule, regulation or law. SUBRECIPIENT will comply with all applicable federal law, rules, regulations, executive orders, policies, procedures, guidance, FAQs, and directives which may be, or after execution become, applicable to this Agreement and that any
such changes will be automatically incorporated into this Agreement without written amendment hereto, and will become a part hereof as of the effective date of the rule, regulation or law.

4.02 SUBRECIPIENT acknowledges that it has no right or entitlement to any amount of funding received by COUNTY under ARPA. COUNTY has the sole right to determine whether to distribute funding, in what amount, and which expenses it will consider as eligible for reimbursement, based on guidance issued by Treasury. COUNTY will reimburse eligible expenses in the manner it deems most effective to accomplish the purposes for which this Agreement was entered into. Any distributions will be on a reimbursement basis and only for those expenses which COUNTY, in its sole discretion, determines are eligible.

4.03 Following is additional information concerning the funding for this Agreement pursuant to 2 CFR 200.332:

a) Federal Award Identification Number: SLFRP1970
b) Federal Award Date: March 3, 2021
c) Name of Federal Awarding Agency: United States Department of the Treasury
d) Total Amount of Federal Funds Obligated to SUBRECIPIENT by COUNTY including the current financial obligation: $4,500,000
e) CFDA Number: 21.027
f) SUBRECIPIENT Unique Entity Identifier from SAM.gov: EPXQJLB9JYC5

SUBRECIPIENT Obligations

4.04 Procurement. SUBRECIPIENT will comply with the procurement requirements of 2 CFR Part 200 Subpart D. In addition, SUBRECIPIENT will comply with all requirements pertaining to procurement contained in Exhibit “D” of this Agreement.

4.05 Subcontractors. SUBRECIPIENT must obtain COUNTY’s written approval prior to using subcontractors in performing any obligation required by this Agreement.

a) SUBRECIPIENT may not subaward funds under this Agreement.
b) SUBRECIPIENT represents and warrants that it will maintain oversight to ensure that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, but not limited to having documentation that SUBRECIPIENT checked the appropriate federal and state records for debarred and suspended parties.
c) Subcontractors must be selected by following the procurement requirements outlined in 2 CFR 200.318 through 2 CFR 200.327.
d) A written agreement containing all applicable requirements pursuant to ARPA will be required for subcontracted services, including: (1) required contract provisions as discussed in this Agreement; (2) subcontractor providing all information necessary to meet SUBRECIPIENT’s reporting requirements; and (3) providing COUNTY the ability to directly review, monitor, and/or audit the operational and financial performance and/or records of work performed under this Agreement.
e) In no event shall any provision of this section, specifically the requirement that SUBRECIPIENT obtain COUNTY’s prior written approval of a subcontractor, be
construed as relieving SUBRECIPIENT of the responsibility for ensuring that the performances under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by SUBRECIPIENT. COUNTY maintains the right to monitor and require SUBRECIPIENT’s full compliance with the terms of this Agreement. COUNTY’s approval under this Section 4.05 does not waive any right of action which may exist or which may subsequently accrue to COUNTY under this Agreement.

4.06 Return of Funding. Should SUBRECIPIENT fail to comply with this Agreement or if federal agencies or authorities having jurisdiction over the funding subsequently determine that the funding was used improperly or that a payment was made but later determined to not be actual or allowable costs, SUBRECIPIENT warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the term of this Agreement or after.

a) SUBRECIPIENT will comply with applicable affordability requirements for the period of 20 years, unless otherwise specifically provided by the terms of this Agreement, or unless extended by agreement of the Parties in writing. Any SLFRF funds invested in housing that does not meet the affordability requirements specified in this agreement must be repaid to COUNTY.

4.07 Cost Principles. SUBRECIPIENT will comply with all applicable cost principles as detailed in 2 CFR subpart E that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

4.08 Audit. If SUBRECIPIENT expends $750,000 or more in federal funds in a fiscal year, it may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tp=/ecfrbrowse/Title02/2 CFR200_main_02.tpl, and subject to the requirements in the Texas Single Audit Circular, at https://comptroller.texas.gov/purchasing/docs/ugms.pdf. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period, whichever is earlier.

4.09 Monitoring. COUNTY reserves the right upon reasonable prior notice and during regular business hours to carry out regular and periodic field inspections, unit inspections, and file reviews, to ensure compliance with the requirements of this Agreement and evaluate the progress and performance of the SUBRECIPIENT and/or the Contractor. After each monitoring visit, COUNTY shall provide SUBRECIPIENT with a written report of the monitor's findings. If the monitoring reports note deficiencies in SUBRECIPIENT's performances under the terms of this Agreement, the monitoring report shall include reasonable requirements for the timely correction of such deficiencies by SUBRECIPIENT. Failure by SUBRECIPIENT to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article Seven of this Agreement.

4.10 Required Certification. Pursuant to 2 CFR §200.415, SUBRECIPIENT's annual/final fiscal reports and invoice requesting payment will include a certification signed by an official who is authorized to legally bind SUBRECIPIENT stating:

"By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am
aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

4.11 Conflict of Interest. SUBRECIPIENT shall comply with all of the applicable conflict of interest provisions found in 24 CFR §570.611.

4.12 Closeout. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.344.

4.13 Use and Reversion of Assets. All funds provided under this Agreement and all equipment, supplies and materials acquired with those funds that are on hand, available to, or in the actual or constructive possession of SUBRECIPIENT at the time of expiration of this Agreement, and any accounts receivable attributable to the use of funds provided under this Agreement will be transferred to COUNTY, excluding any notes receivable that are directly attributable to the sale of an Affordable Housing Unit to a qualified home buyer, or unless otherwise specified in this Agreement. The use and disposition of equipment and real property under this Agreement will be in compliance with the requirements of 2 CFR Part 200. Treasury’s Final Rule FAQ #13.16 provides additional guidance regarding use and disposition requirements for assets purchased with SLFRF Grant Funds.

Pursuant to 2 CFR §200.330, the Federal Government retains an interest in real property acquired or improved under a federal award. As further described in 2 CFR §200.311, when real property acquired or improved under a federal award is no longer needed for the originally authorized purpose, which is to be acquired and developed to create public infrastructure and deed restricted, buildable, residential, single-family lots to be sold to qualified low-income families as described in this Agreement, SUBRECIPIENT must obtain disposition instructions from either Treasury or COUNTY providing for one of the following alternatives: (1) retain title after compensating Treasury; (2) sell the property and compensate Treasury; or (3) transfer title to Treasury or to a third party designated/approved by Treasury. This section excludes real property that will be sold to qualified low income families as described in this Agreement as this is the goal of the Project, therefore this property disposition does not require disposition instructions from either the Treasury or COUNTY. This section also excludes the portion of the raw land that is developed and transferred via recorded plat to the City of San Antonio and/or its public utility companies as public right-of-way, public drainage and/or utility easements as this real property disposition is required for the Project so it does not require disposition instructions from either the Treasury or COUNTY.

4.14 Program Income. Pursuant to 2 CFR 200.80, projects generating Program Income, during the period of performance, must retain and reinvest the Program Income to eligible and necessary costs associated with the creation or preservation of affordable units. Records of the receipt and disposition of Program Income must be maintained by SUBRECIPIENT in the same manner as required for other Agreement funds and must be submitted to COUNTY in the format prescribed by COUNTY.

4.15 Residential Displacement and Relocation. SUBRECIPIENT must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, businesses, and nonprofit organizations) as a result of the Project. SUBRECIPIENT must certify to the COUNTY that it has in effect
and is following a residential anti-displacement and relocation assistance plan, and that it will minimize displacement of persons as a result of the Project.

4.16 **Affirmative Marketing.** SUBRECIPIENT must submit to COUNTY its adopted affirmative marketing procedures and requirements for the Project. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability in accordance with 24 CFR § 92.351.

**ARTICLE FIVE**

**REPORTING REQUIREMENTS**

5.01 As often and in such form as COUNTY may require, SUBRECIPIENT will furnish to COUNTY information deemed by COUNTY to be pertinent to matters covered by this Agreement. SUBRECIPIENT agrees to provide COUNTY with monthly performance reports in the form set forth in Exhibit “E”.

   a) For rental-housing projects, SUBRECIPIENT shall provide COUNTY annual information on rents and occupancy of SLFRF-assisted units in accordance with applicable annual income limits so that COUNTY may determine compliance with the affordability terms of this Agreement.

   b) For single-family homeownership projects, SUBRECIPIENT shall provide COUNTY with recorded deed restrictions restricting the property for sale and resale to vulnerable populations earning up to 80% of the area median income (AMI) as adjusted for family size in accordance with HOME regulations for at least the minimum Affordability Period defined in Section 4.06(a) of this Agreement.

5.02 In addition, at the option of and on request of COUNTY, representatives of SUBRECIPIENT must provide a briefing to Commissioners Court during a scheduled public meeting to report on SUBRECIPIENT’s Project.

**ARTICLE SIX**

**RECORDS RETENTION REQUIREMENTS**

6.01 SUBRECIPIENT will maintain all financial records in accordance with 2 CFR Part 200, including 2 CFR §200.302 regarding financial management, and 2 CFR §200.334 through 2 CFR §200.338 regarding record retention and access.

6.02 COUNTY may conduct visits to SUBRECIPIENT’s Project Sites, as set forth in Exhibit “C”, in accordance with the terms and conditions contained in Exhibit “D”, to determine performance and compliance with the terms of this Agreement.

6.03 SUBRECIPIENT will maintain books, records and other documents relating directly to the receipt and disbursement of funds under this Agreement and make available all documents and financial records sufficient to establish compliance with subsection 601 (d) of the Social Security Act, as amended, (42 U.S.C. 801 (d)) and will maintain those records for a period of five (5) years after the period of affordability terminates. Records to support compliance with subsection 601(d) may include, but are not limited to, copies of the following: general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF
Grant Funds payments and (b) the disbursements from such payments to meet eligible expenses; budget records for 2021 and 2022; payroll, time records, human resource records to support costs incurred for payroll expenses related to responding to the COVID-19 public health emergency and its negative economic impacts; receipts of purchases made related to addressing the COVID-19 public health emergency and its negative economic impacts; subcontracts entered into using SLFRF Grant Funds payments and all documents related to such contracts; all documentation of reports, audits, and other monitoring of contractors, including subcontractors; all documentation supporting the performance outcomes of subcontracts; all internal and external email/electronic communications related to use of SLFRF Grant Funds payments; and all investigative files and inquiry reports involving SLFRF Grant Funds payments. SUBRECIPIENT must also maintain a receipts-and-disbursements ledger and a general ledger with an income-and-expense account for each line item. Paid invoices revealing check number, date paid and evidence of goods or services received must be filed according to the vendor paid.

6.04 Pursuant to 2 CFR § 200.337, SUBRECIPIENT will allow any duly authorized representative of COUNTY and any authorized oversight body - including but not limited to the Government Accountability Office, Treasury’s Office of Inspector General, and the Pandemic Relief Accountability Committee - at all reasonable times, to have access to and the right to inspect, copy, audit, and examine all books, records and other documents of closeout procedures respecting this Agreement, until final settlement and conclusion of all issues arising out of this activity are completed. SUBRECIPIENT will have a continuing obligation to cooperate with COUNTY and any authorized oversight body in the event of any audit, and will provide any documentation requested to substantiate all expenditures utilizing SLFRF Grant Funds provided under this Agreement.

6.05 Sections 6.03 and 6.04 will survive the expiration or termination of this Agreement for five (5) years.

ARTICLE SEVEN
TERMINATION AND DEFAULT

7.01 COUNTY may suspend or terminate this Agreement for convenience with 30 days written notice, or may suspend or terminate this Agreement in accordance with 2 CFR § 200.339 and 2 CFR § 200.340. Costs during suspension or after termination may be paid as discussed in 2 CFR § 200.343.

ARTICLE EIGHT
REPRESENTATIONS, WARRANTIES AND COMPLIANCE WITH LAWS

8.01 SUBRECIPIENT represents and warrants that:

a) There has been no adverse change in the conditions of SUBRECIPIENT or its operations from that described in information provided to COUNTY prior to the effective date of this Agreement. Information provided to COUNTY after the effective date of this Agreement will be complete and accurate as of the date shown on the document, and SUBRECIPIENT will provide written notice to COUNTY if the condition or operations of SUBRECIPIENT changes in a material or adverse way after the time that information is provided.
b) Any supporting financial statements ever provided or to be provided to COUNTY are complete, accurate and fairly reflect the financial condition of SUBRECIPIENT on the date shown on those statements and during the period covered, and that since that date, except as provided by written notice to COUNTY, there has been no material change, adverse or otherwise, in the financial condition of SUBRECIPIENT.

c) To SUBRECIPIENT'S knowledge, no litigation or proceedings are presently pending or threatened against SUBRECIPIENT relating to the Agreement or Project.

d) None of the provisions in this Agreement contravene or in any way conflict with the authority under which SUBRECIPIENT is doing business or with the provisions of any existing obligation or agreements of SUBRECIPIENT.

e) SUBRECIPIENT has the legal authority to enter into this Agreement and accept payments and has taken all necessary measures to authorize the execution of and the acceptance of payments under this Agreement.

8.02 SUBRECIPIENT also represents and warrants:

a) SUBRECIPIENT complies with all applicable local, state and federal equal employment opportunity and affirmative action rules, regulations and laws. SUBRECIPIENT agrees to comply with all applicable provisions and reporting requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, and supplemented by Department of Labor regulations (29 CFR part 5). If SUBRECIPIENT or its subcontractors fail to comply with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, SUBRECIPIENT may be barred from further contracts with COUNTY.

1. For housing and community development projects exceeding $200,000 with layered Federal funding (e.g., HOME Investment Partnerships), SUBRECIPIENT complies with Section 3 of the Housing and Urban Development Act of 1968 to the greatest extent feasible.

b) The following in accordance with Texas laws:

1. In accordance with Texas Government Code § 2271, SUBRECIPIENT does not boycott Israel, and will not boycott Israel during the term of the agreement;

2. In accordance with Texas Government Code § 2252, SUBRECIPIENT is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code;

3. In accordance with Texas Government Code § 2274, SUBRECIPIENT does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of the agreement against a firearm entity or firearm trade association; and

4. In accordance with Texas Government Code § 2274, SUBRECIPIENT does not boycott energy companies and will not boycott energy companies during the term of the agreement.

Federal grant requirements
c) SUBRECIPIENT complies with the legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Treasury’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Treasury’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Treasury’s implementing regulations at 31 CFR part 23.

d) SUBRECIPIENT is not a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SUBRECIPIENT will furnish the certification attached hereto as Addendum A or an explanation of why it cannot provide said certification. The certification or explanation will be considered in connection with COUNTY’s determination whether to continue with this Agreement. SUBRECIPIENT shall provide immediate written notice to COUNTY if at any time SUBRECIPIENT learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances. SUBRECIPIENT further agrees by executing this Agreement that it will include the certification provision titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusive-Subcontracts,” as set out in Addendum A, without modification, and this language under this Section 8.02(d), in all its subcontracts.

e) EXCLUDED PARTIES. By signing this Agreement, SUBRECIPIENT further certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of Treasury, Office of Foreign Assets Control.

f) None of the funds provided under this Agreement shall be used to pay any person or organization for influencing or attempting to influence an officer or employee of any department, 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 governed by the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352) as the SUBRECIPIENT and each of its tiers have certified by their execution of the “Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements” attached hereto as Addendum B and incorporated herein for all relevant purposes. SUBRECIPIENT will furnish the certification attached hereto as Addendum B titled “Certification Regarding Lobbying For Contracts, Grants, Loans, And Cooperative Agreements,” without modification, and will include the certification provision, in all its subcontracts.
g) SUBRECIPIENT agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170. SUBRECIPIENT will report the total compensation and names of its top five executives to COUNTY if:

1. More than 80 percent of annual gross revenues are from federal funds, and those revenues are greater than $25,000,000; and
2. The compensation is not already available through reporting to the U.S. Securities and Exchange Commission.

h) Pursuant to 2 CFR §200.216, SUBRECIPIENT and its contractors will not use funds under this Agreement for equipment, services, or systems that use the following covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system in accordance with Section 889 of Public Law 115-232 (National Defense Authorization Act 2019):

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

i) SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671 q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

j) For rental housing projects, SUBRECIPIENT agrees to ensure that rent for units funded under this Agreement does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by the U.S. Department of Housing and Urban Development (HUD), with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions. SUBRECIPIENT must promptly repay the total amount of funds awarded under this Agreement in full within thirty (30) days after receipt of written notice from COUNTY confirming that the housing purchased, constructed or improved hereunder does not meet the affordability requirements for the specified time period.

k) SUBRECIPIENT agrees to comply with Violence Against Women Act (VAWA) requirements set forth in 24 CFR Part 5, Subpart L, as supplemented by this section. RECIPIENT shall comply with 24 CFR § 92.359 for the duration of the affordability period.
ARTICLE NINE
INSURANCE/INDEMNIFICATION

9.01 SUBRECIPIENT will procure, pay for, and maintain during the term of this Agreement the insurance coverage or maintain self-insurance coverage in the limits and under the terms set out in Exhibit "G" attached hereto.

9.02 IN ANY SUBCONTRACT WHERE THE SUBCONTRACTOR IS PROVIDING ANY OF THE SERVICES REQUIRED UNDER THIS AGREEMENT SUBRECIPIENT WILL MAKE THE FOLLOWING INDEMNITY REQUIREMENT A REQUIREMENT OF THE SUBCONTRACT: SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNIFIED PARTY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF SUBCONTRACTOR, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT. COUNTY WILL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SUBCONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. SUBCONTRACTOR WILL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST SUBCONTRACTOR OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF SUBCONTRACTOR’S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS SECTION WILL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

9.03 IN ANY SUBCONTRACT REQUIRING THE COUNTY TO BE NAMED AS AN INDEMNITY, SUBRECIPIENT WILL ALSO BE NAMED AS AN INDEMNITEE.

ARTICLE TEN
INDEPENDENT CONTRACTOR

10.01 SUBRECIPIENT is an independent contractor and operator responsible to all third parties for its respective acts or omissions and COUNTY is in no way responsible for SUBRECIPIENT’s acts or omissions.
ARTICLE ELEVEN
POLITICAL ACTIVITY

11.01 None of the performance under this Agreement may involve, and no portion of the funds received, may be used either directly or indirectly for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

ARTICLE TWELVE
PUBLICITY; PUBLICATIONS

12.01 With COUNTY’s written approval, SUBRECIPIENT will publicize activities conducted by SUBRECIPIENT pursuant to this Agreement. In any news release, a sign, brochure, or other advertising medium disseminating information about the Project, SUBRECIPIENT will acknowledge COUNTY’s funding having made this Project possible.

12.02 All published materials and written reports submitted pursuant to this Agreement will be originally developed unless otherwise specifically provided in this Article. If SUBRECIPIENT uses material it did not originally develop in a report, however, that material must have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

ARTICLE THIRTEEN
RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

13.01 All reports, documents, studies, charts, schedules, or other appended documentation to any proposal or contract and any responses, inquiries, correspondence and related material submitted by SUBRECIPIENT directly to COUNTY will upon receipt, become property of COUNTY as to the information in any of those material that is specific to COUNTY, but not as to SUBRECIPIENT’s pre-existing or out-of-scope materials, information or technology and related rights in intellectual property.

ARTICLE FOURTEEN
GENERAL CONTRACTUAL PROVISIONS

14.01 Amendments. Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms of this Agreement will be by amendment in writing, dated subsequent to the date the Agreement, and executed by both Parties.

14.02 Changes In The Law. Changes in applicable local, state and federal rules, regulations or laws occurring during the term of this Agreement will be automatically incorporated into this Agreement without written amendment, as of the effective date of the rule, regulation or law.

14.03 Assignments. SUBRECIPIENT will not transfer, pledge or otherwise assign this Agreement, any interest in and to it, or any claim arising under it, without first procuring the written approval of COUNTY. Any attempt at transfer, pledge or other assignment will be void.
14.04 Waiver of Performance.

a) No waiver by COUNTY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of COUNTY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, will not be construed as a waiver or relinquishment for the future of that covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement will be deemed to have been made or will be effective unless expressed in writing and signed by the Party to be charged.

b) No act or omission of COUNTY will in any manner impair or prejudice any right, power, privilege, or remedy available to COUNTY under this Agreement, by law or in equity.

c) No representative or agent of COUNTY may waive the effect of the provisions of Section 14.04.

14.05 Interpretation. If any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, then COUNTY will have the final authority to render an interpretation.

14.06 Parties Bound. This Agreement will be binding on and inure to the benefit of the Parties and their respective legal representatives, successors and assigns, except as otherwise expressly provided for in this Agreement.

14.07 Gender. Words of gender used in this Agreement will be construed to include the other gender, and words in the singular number will be construed to include the plural, unless the context otherwise requires.

14.08 Captions. The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

14.09 Applicable Law. This Agreement will be construed under and in accordance with the laws of the United States and the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas. Exclusive venue for any litigation arising from this Agreement will lie in Bexar County, Texas.

14.10 Legal Construction. If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, then that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.

14.11 Licenses and Certifications. SUBRECIPIENT warrants and certifies that its employees and those of its subcontractors have the requisite training, licenses or certifications to provide the services required under this Agreement, and that they meet all competency standards promulgated by all other authoritative bodies, as applicable to the services provided under this Agreement.
ARTICLE FIFTEEN
NOTICES

15.01 For purposes of this Agreement, all official communications and notices ("Notice") among the Parties will be sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

If to COUNTY: Bexar County Judge
Bexar County Commissioners Court
101 West Nueva, 10th Floor
San Antonio, Texas 78205

With copies to: Governmental Affairs Director
Bexar County ARPA Office
101 West Nueva, Suite 809
San Antonio, Texas 78205

If to SUBRECIPIENT: At the address identified on Exhibit "B" to this Agreement

ARTICLE SIXTEEN
ENTIRE AGREEMENT

16.01 This Agreement constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreement, oral or otherwise, regarding the subject matter of this Agreement will be deemed to exist or to bind the Parties unless it is in writing, dated subsequent to the date of this Agreement and duly executed by the Parties. The following exhibits and addendums are attached and incorporated into this Agreement for all purposes:

a) Exhibit "A" - SLRF Award Terms and Conditions
b) Exhibit "B" - SUBRECIPIENT Specific Terms
   - Exhibit "B-1" - Capital Project Written Justification
c) Exhibit "C" - Project Description
   - Statement of Work
   - Project Schedule
   - Project Budget
   - Project Site Description and Site Map
   - Project Plans
d) Exhibit "D" - Capital Project Terms and Conditions
e) Exhibit "E" - Invoice Package
   - Invoice
   - Expenditure Report
   - Monthly Performance Report
f) Exhibit "F" - Invoice Guidance
g) Exhibit "G" - Insurance
h) Addendum "A" - Certification Regarding Debarment, Suspension and Other Responsibility Matters
i) Addendum "B" - Certification Regarding Lobbying For Contracts, Grants, Loans, and Cooperative Agreements
ARTICLE SEVENTEEN
COMMISSIONERS COURT AUTHORIZATION

17.01 This Agreement was approved by Order of the Commissioners Court dated December 13, 2022 authorizing the County Judge to execute this Agreement on behalf of COUNTY. The SLFRF Grant Funds provided pursuant to this Agreement are expressly subject to the fulfillment by SUBRECIPIENT of all of the terms and conditions described herein.

THIS AGREEMENT IS EXECUTED THIS 13 DAY OF December, 2022.

COUNTY OF BEXAR

By: [Signature]
Nelson W. Wolff
County Judge

Habitat for Humanity of San Antonio

By: [Signature]
Natalie Griffith
CEO and President

Date: 11/8/22

APPROVED AS TO LEGAL FORM:

Digitally signed by Calderon, Gerard A.,
DN: cn=Calderon, Gerard A.,
email=gcalderon@bensar.org
Date: 2022.11.22 11:53:01 -06'00'

By: [Signature]
Gerard Calderon
Assistant Criminal District Attorney
Civil Division

APPROVED AS TO FINANCIAL CONTENT:

By: [Signature]
Leo S. Caldera, CIA, CGAP
County Auditor

By: [Signature]
David Smith
County Manager

APPROVED:

By: [Signature]
Melissa Shannon
Government Affairs/ARPA Office Director
EXHIBIT “A”
SLFRF AWARD TERMS AND CONDITIONS

Terms and Conditions Included within the Agreement and its Exhibits
EXHIBIT “B”
SUBRECIPIENT SPECIFIC TERMS

SUBRECIPIENT’s Name/Address:  Habitat for Humanity of San Antonio
Natalie Griffith
CEO and President
311 Probandt
San Antonio, Texas 78204

Authority: Funds provided under this Agreement are appropriated under the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), established by the American Rescue Plan Act of 2021 (“ARPA”) enacted on May 10, 2021, to support the immediate pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery in areas affected by COVID-19. COUNTY is authorized to spend money for production and preservation of affordable housing in Bexar County pursuant to SLFRF Final Rule.

SUBRECIPIENT Risk Assessment Evaluation: The ARPA Office has evaluated SUBRECIPIENT’s risk of noncompliance with federal requirements for expenditure of SLFRF Grant Funds. SUBRECIPIENT was rated 3.5 out of a total score of 5.0 (with 5 being a low risk of noncompliance), a “strong” score. The ARPA Office has determined that no additional controls are needed to address SUBRECIPIENT’s risk of noncompliance.

SLFRF Expenditure Category: 2.15, Housing Support: Affordable Housing as discussed in the Final Rule:

Treasury is clarifying that when assessing whether a program or service is an eligible use to respond to the public health or negative economic impacts of the COVID-19 public health emergency, the Department will consider the two eligibility requirements discussed below. These standards apply to all proposed public health uses.

First, there must be a negative public health impact or harm [from COVID-19] experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a “class,” and to provide assistance to that class. In the case of some impacts, for example, impacts of COVID-19 itself that are addressed by providing prevention and mitigation services, such a class could reasonably include the general public.

Second, the program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused.
Term: The term of the Agreement with SUBRECIPIENT will commence when last executed by all Parties and will terminate on December 31, 2026, unless extended or terminated by the COUNTY in writing and in accordance with this Agreement. All underlying eligible expenditures must be incurred after March 1, 2021, and by June 30, 2026. All necessary submissions for reimbursement must be received by COUNTY no later than the close of business on September 30, 2026, using the forms in the attached Exhibit “E”. For purposes of this Agreement, a cost is “incurred” when SUBRECIPIENT has expended funds to cover the cost.

Compensation: For eligible and necessary construction expenses rendered for the land acquisition and development of at least 54 buildable, single family residential lots deed restricted for sale to qualified low-income families earning up to 80% of the area median income in accordance with HOME regulations, COUNTY will reimburse SUBRECIPIENT an amount not to exceed TWO MILLION and FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS ($2,500,000.00), for the allocated costs and expenses of the Project, detailed in Exhibit “C”, Project Budgets, pursuant to the terms and conditions of this Agreement.
EXHIBIT “B-1”
CAPITAL PROJECT WRITTEN JUSTIFICATION

Part One: Description of the Harm, Impact, or Need to Be Addressed
This section includes the following documentation:

- Describe the specific harm, impact, or need to be addressed with your proposal
- Describe why the harm was exacerbated or caused by the COVID-19 public health emergency
- Provide quantitative information on the extent and type of harm, such as the number of individuals affected

Habitat for Humanity of San Antonio has witnessed a 67% increase in the number of applicants seeking our affordable homeownership opportunities since the start of the COVID-19 pandemic in early 2020. During the same period home prices and rental costs skyrocketed in Bexar County. The median home price rose to $279,950* as of June of 2021. Home prices climbed further into 2022 reaching $337,000* as of September. Low inventory of affordable homes continues to exacerbate challenges posed by the pandemic and post-pandemic for families in need.

Not only has the need for affordable homeownership increased during COVID—the cost of building materials soared due to supply-chain issues, trucking disruptions, and inflation. This rapid increase of housing prices impacted low-income homebuyers significantly. The average rent for a three-bedroom apartment rose to $1,530*. These rising costs—on everything from rent to food—continue to pose a significant barrier for low-income families trying to tap into the financial stability of homeownership.

Additional Info about Individuals Affected:

- 171,000 families in Bexar County have an unmet housing need (they are living in substandard units, overcrowded conditions and/or have housing costs that exceed 30% of their income).
- 14,926 families in Bexar County live in physically deficient conditions (ex: lack complete kitchen or plumbing facilities) and overcrowded conditions.
- More than 35.5% of renter households pay 50% or more of their income on housing costs.
- There has been a 4% decline in the homeownership rate in Bexar County over the past decade.
- 1 in 4 children lives below the poverty level in Bexar County.

*According to Market Reports from the San Antonio Board of Realtors.

The Impact to be Addressed in Bexar County
With Bexar County’s assistance, Habitat for Humanity of San Antonio will partner to develop a minimum of 54 buildable, residential single-family lots in the Rancho Carlota subdivision on Watson Road that will be deed restricted for home building for low income families. These lots will ease the affordability crisis in Bexar County by adding to the stock of affordable homes while giving low-income families the opportunity to purchase an affordable home with a zero percent interest mortgage to be paid over 20-27 years. The requested funds would be utilized for land acquisition and infrastructure development to create these new, build-ready, single-family residential lots. The lots will be deed restricted requiring homes built on them to be sold to low income homebuyers in Bexar County who earn up to 80% of area median income.
Quantifying the Impact
The low-income community and minority groups were disproportionately impacted by the COVID pandemic. According to the CDC, "Living in crowded conditions can make it difficult to separate when you are or may be sick. A higher percentage of people from racial and ethnic minority groups live in crowded housing as compared to non-Hispanic white people and therefore may be more likely to be exposed to COVID-19" according to CDC.gov—Health Equity Considerations and Racial and Ethnic Minority Groups.

The County’s support for this project will greatly improve the ability of low and middle income families to improve their lives through homeownership. Research shows homeownership can lead to improved health, education, & employment outcomes & less reliance on social service programs.

Addressing the Impact
Habitat builds affordable, energy-efficient, high-quality 3 and 4 bedroom / 2 bathroom homes. Designed for long-term livability and low ongoing utility and maintenance costs, Habitat homes are a means to long term housing stability and healthier living environments for the low-income families who purchase them. Habitat homes feature open floor plans, impact (hail) resistant shingles and allow a family to age in place by featuring Universal Design that includes one no step entry, wide (or no) hallways and the ability to get a wheelchair into all living and bedrooms of the home as well as the fully accessible hall bathroom.

SubRecipient Qualifications and Commitment to Perform This Work
The Habitat team is uniquely prepared and qualified to utilize the ARPA grant funding to develop buildable single-family lots. This will in turn allow Habitat to build affordable, energy-efficient, residential single-family homes. Habitat is a nonprofit homebuilder with 46 years of experience partnering with low-income families and the community at large to build quality, affordable homes. Habitat has successfully completed the construction of 1,300+ homes and housed more than 4,000 individuals including thousands of children in Bexar County. Habitat staff have decades of experience managing large-scale neighborhood construction projects, infill, and effectively managing local, state and federal grant funding. Habitat for Humanity of San Antonio is the 4th largest producing Habitat affiliate in the United States—building 50-60 new homes each year. Habitat has a demonstrated track record, the capacity to undertake additional developments, along with a pipeline of eligible and qualified low-income homebuyers who are seeking affordable homeownership (more than 4,000 families apply to the Habitat program each year).

Demonstrated and Growing Commitment to Creating or Preserving Affordable Housing
Founded in 1976, Habitat is dedicated to providing homeownership opportunities in Bexar County to low-income families earning between 20-80% Area Median Income. Our nonprofit remains a grassroots affordable homebuilder committed to changing lives through homeownership. We never wavered from our mission even in the wake of the COVID-19 pandemic. Habitat achieved its building goals in 2020, 2021 and is on track in 2022. Habitat builds between 50-60 affordable homes each year. In our 46 year history, Habitat has built 1,300+ homes in partnership with families in need.

Part Two: Explanation of Why the Capital Expenditure is Appropriate
This section includes the following documentation:
• Provide an independent assessment demonstrating why the capital expenditure is appropriate to address the specified harm or need
• Explain why existing capital equipment, property, or facilities would be inadequate to address the specified harm or need
• Explain why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditure

According to input from 48 community organizations recorded in the Bexar County Analysis of Impediments to Fair Housing Choice Draft – May 2021 (p.10) one of Bexar County’s greatest needs is affordable housing for purchase (including affordable newly-constructed homes and for first-time homebuyers). Therefore, an appropriate response to a lack of affordable homeownership opportunities for low-income families in Bexar County is to build quality, energy-efficient, and affordable homes and make them available for sale to low-income first-time homebuyers.

171,345 families live with an unmet housing need, including 14,926 families in Bexar County who live in physically deficient conditions (ex: lack complete kitchen or plumbing facilities) and overcrowded conditions.*

Furthermore, 35.5% of renter households pay 50% or more of their income on housing costs (rent and utilities). There has been a 4% decline in the homeownership rate in Bexar County over the past decade. 1 in 4 children lives below the poverty level in Bexar County.*

Habitat homes provide financial and emotional stability. Homes are sold at no profit with a zero percent interest mortgage over 20-25 years. Low-income families pay an affordable $800 monthly mortgage payment (including property taxes and insurance).


**Planned Capital Development by Subrecipient**

Habitat for Humanity of San Antonio will use the funding to purchase raw land and install the infrastructure to create and develop buildable, residential, single-family lots restricted for families earning up to 80% AMI. The portion of the land with infrastructure improvements funded by County ARPA funds will be permanently transferred via recorded plat(s) to the public entities (City and public utility providers). The portion of the land that becomes build-ready, single-family residential lots will be deed restricted with the required long-term affordability period. Once the lots are created, Habitat will build single-family homes on them. As each home is completed, the home and lot will be sold to a qualified low-income family. The deed restrictions also require future sales or resales to be to qualified low income households throughout the term of the affordability period.

**Part Three: Comparative Analysis of Proposed Capital Expenditures Against Alternatives**

*This section includes the following documentation:*

• Provide an objective comparison of the proposed capital expenditure against at least two alternative capital expenditures that are potentially effective and reasonably feasible
• Demonstrate why the proposed capital expenditure is superior to the alternative capital expenditures
- If applicable, compare the proposal against the alternatives of (1) improving existing capital assets already owned and/or (2) leasing other capital assets.
- Provide quantitative information when available supplemented by qualitative information and narrative description.

Single-family homeownership is the best fit for the Rancho Carlota subdivision on Watson Road. The community is in close proximity to both single-family home and multi-family developments. The community is within a mile of SWISD Legacy High School and Resnick Middle School. It's also just a few miles from Spicewood Park Elementary.

Homeownership is a stabilizing force not only for the community but for families and children. Homeownership makes a significant positive impact on children’s educational achievement. Children who have a stable environment to live, learn and play in – have better academic performance, behave better and are more likely to continue their education.

As studies show, the families impacted by this funding will more likely have better educational attainment, improved health and are more likely to have better employment outcomes.

There is no other alternative capital expenditure that is reasonable or feasible for this property to achieve the objective of providing affordable home ownership opportunities to low income families.
EXHIBIT "C"
PROJECT DESCRIPTION

1. Statement of Work
2. Project Schedule
   a. Rancho Carlota Development Program
3. Project Budget
   a. Rancho Carlota Development Program
4. Project Site Description and Site Map
5. Rancho Carlota Development Program Project Plans
   Rancho Carlota Development Program
STATEMENT OF WORK

A. Agency Name: Habitat for Humanity of San Antonio

B. Project Name: Rancho Carlota Development Program

C. Statement of Project Responsibility:
   a. Mission Statement:
      Habitat for Humanity of San Antonio is an ecumenical Christian non-profit
      organization whose mission is to eliminate poverty housing in San Antonio through
      building modest, decent affordable houses in partnerships with families in need.

   b. Administration/Staff:
      Natalie Griffith, President and CEO
      Michael Taylor, Executive Vice President and COO
      See attached organizational chart for additional staff

Project Demographic Distribution:

D. Service Availability:
   a. Service Location: Lots will be located in County Precinets 1
   b. Service Hours: Monday – Friday 8:30 AM – 4:30 PM

E. Target Population: In accordance with HOME regulations, low income homeowners earning at or
   below 80% Area Median Income

F. Eligibility Criteria: In accordance with HOME regulations, the Rancho Carlota Development
   Program will serve single-family homeowners with incomes at or below 80% of the area median
   income, and who reside in Bexar County and in the participating cities.

G. Fees: None
# PROJECT SCHEDULES
(to be automatically incorporated when available)

Rancho Carlota Development Program

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<thead>
<tr>
<th><strong>Milestone/Task</strong></th>
<th><strong>Date</strong></th>
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</thead>
<tbody>
<tr>
<td>Secure Option to Purchase Developable Land</td>
<td>December 31, 2022</td>
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<tr>
<td>Conduct Due Diligence &amp; Environmental Work</td>
<td>Completed-October, 31, 2021</td>
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<td>Acquire (purchase) developable land:</td>
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<td>16.17+- Acres</td>
<td>December 31, 2022</td>
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<td>9.27+- Acres</td>
<td>January 31, 2022</td>
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<td>5.85+- Acres</td>
<td>December 31, 2023</td>
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<tr>
<td>8.0+- Acres</td>
<td>December 31, 2024</td>
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<tr>
<td>Create Infrastructure Construction Plans</td>
<td>October 2021 – May 2024</td>
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<tr>
<td>Install Infrastructure</td>
<td>October 2022 – May 2025</td>
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<tr>
<td>Deed Restrict developed residential lots</td>
<td>January 2023 – December 2025</td>
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<tr>
<td>Build Single Family Homes &amp; Sell to Qualified Low-income Families</td>
<td>March 2023 – December 2026</td>
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## PROJECT BUDGET

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<tr>
<th>Rancho Carlota (approx. 39.3 Acres)</th>
<th>Bexar County SLFRF Grant Funds</th>
<th>Bexar County HOME Funds</th>
<th>Habitat for Humanity &amp; City Funds</th>
<th>Totals</th>
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</thead>
<tbody>
<tr>
<td>Buildable Single Family Lots Created</td>
<td>151</td>
<td>25</td>
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<td>176</td>
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### SOURCES OF FUNDS:

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<th>Source</th>
<th>Bexar County SLFRF (ARPA) Funds</th>
<th>Bexar County HOME Funds (just this portion of acreage)</th>
<th>City of San Antonio CDBG, Bond, &amp; FW</th>
<th>Habitat for Humanity of SA</th>
<th>TOTAL SOURCES OF FUNDS</th>
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<tr>
<td>Bexar County SLFRF (ARPA) Funds</td>
<td>$2,500,000</td>
<td>$1,030,342</td>
<td>$9,851,960</td>
<td>$28,076,778</td>
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### TOTAL SOURCES OF FUNDS: $2,500,000 $1,030,342 $9,851,960 $28,076,778 $41,459,080

### USES OF FUNDS (EXPENSES):

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<tr>
<th>Item</th>
<th>Bexar County SLFRF (ARPA) Funds</th>
<th>Bexar County HOME Funds (just this portion of acreage)</th>
<th>City of San Antonio CDBG, Bond, &amp; FW</th>
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<td>Land Acquisition</td>
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<td>Engineering</td>
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<td>Environmental</td>
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<td>Bid Advertisement</td>
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<td>Infrastructure</td>
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<td>COSA Impact Fees/ Waiver Fees</td>
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<td>Developer Fees</td>
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<td>$3,811,000</td>
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### TOTAL USES OF FUNDS: $2,500,000 $1,030,342 $37,928,738 $41,459,080
Approximately 16.17 acres out of a larger, 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas as described by plats and Master Development Plan referred to as Rancho Carlota Subdivision, Unit 3, all out of the 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas

And

Approximately 9.27 acres out of a larger, 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas as described by plats and Master Development Plan referred to as Rancho Carlota Subdivision, Unit 4, all out of the 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas

And

Approximately 5.85 acres out of a larger, 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas as described by plats and Master Development Plan referred to as Rancho Carlota Subdivision, Unit 5, all out of the 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas

And

Approximately 8 acres out of a larger, 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas which is a portion of the property described by plats
and Master Development Plan referred to as Rancho Carlota Subdivision, Units 7 & 8, all out of the 90.5065 acre tract recorded in Volume 18945, Page 1121 of the official records of Bexar County, Texas
PROJECT PLANS
(to be automatically incorporated when available)
EXHIBIT “D”
CAPITAL PROJECT TERMS AND CONDITIONS

A. Obligation to Complete the Project. Subject to the terms and conditions of this Agreement, SUBRECIPIENT hereby accepts full responsibility for the performance of all services and activities necessary to complete the construction of the Project by the Project Completion Date, as that term is defined below.

B. Ownership, Operation and Maintenance. SUBRECIPIENT will own, operate and maintain the Project in accordance with applicable law and regulations and in a manner consistent with the use described herein until such time as the Project property ownership is transferred to the City of San Antonio, public utility companies, and Project beneficiaries (low income households). During SUBRECIPIENT’s ownership, all costs associated with ownership, operation and maintenance of all property not yet transferred to the City of San Antonio or its public utilities or sold to Project beneficiaries shall be the sole responsibility of SUBRECIPIENT. The SUBRECIPIENT agrees to provide sufficient funds for the proper management, operation, maintenance, repair or replacement of the Project to ensure the Project is sustainable until Project completion which is when ownership of property has been fully and properly transferred or sold as described herein. COUNTY shall have no liability, financial or otherwise, to operate or maintain the Project or Project Site at any time. This provision will survive expiration or termination of this Agreement.

C. Project Budgets. A preliminary Project Budget is attached to this Agreement as Exhibit “C”. As soon as available, SUBRECIPIENT will provide COUNTY with a final Project Budget. Upon approval by the COUNTY, final Project Budget shall be automatically incorporated into this Agreement. SUBRECIPIENT shall have the right, from time to time, subject to the provisions of Item I of this Exhibit “D”, which provides that any material deviation requires the approval of the COUNTY, to reallocate budgeted amounts from one (1) category to any other category of the Project Budget. Reallocation of budgeted amounts shall require written approval of the COUNTY.

D. Additional Costs. SUBRECIPIENT will provide all necessary funding for the Project beyond the SLFRF Grant Funds provided by COUNTY under this Agreement. Project-related costs incurred by SUBRECIPIENT which are in excess of the SLFRF Grant Funds provided under this Agreement will be assumed by SUBRECIPIENT. COUNTY shall have no duty or obligation to pay for or reimburse SUBRECIPIENT for such additional costs.

E. Procurement. SUBRECIPIENT will submit to COUNTY for its information, the Request for Qualifications (RFO), Request for Proposal (RFP), or any other bid solicitation document, as applicable, issued for the Project prior to publication. SUBRECIPIENT will maintain records detailing each procurement, including, but not limited to, the method of procurement, the rationale for the method of procurement, the rationale for the selection or rejection of a contractor, and the basis for the contract price.

F. Contracts. If requested by COUNTY, the SUBRECIPIENT shall provide a copy of each contract entered into by the SUBRECIPIENT related to the Project.
G. Plans, Specifications, and Property Standards. As soon as available, SUBRECIPIENT shall provide to COUNTY, a copy of the plans and specifications and unit mix by income levels ("Plans") for each Project Site which shall automatically be incorporated into this Agreement.

1. For rental housing projects, SUBRECIPIENT shall ensure all multifamily rental housing with more than 4 units developed under this Agreement include the installation of broadband infrastructure, as this term is defined in 24 CFR 5.100.
2. SUBRECIPIENT shall complete the Project to State/local codes & standards; or, in their absence, International Residential Code or International Building Code of the International Code Council, for the property type Accessibility, per Section 504 of the Rehabilitation Act of 1973 (24 CFR part 8); Titles II and III of the American Disabilities Act; and, for multifamily dwellings, design and construction requirements of the Fair Housing Act (24 CFR 100.205) Disaster mitigation, as applicable universal design requirements and the minimum housing quality standards as described in 24 CFR § 982.401.
3. SUBRECIPIENT shall ensure that all housing units assisted with funds provided under this Agreement shall meet the lead-based paint requirements in 24 CFR Part 35 Subparts A, B, J, K, M and R upon Project completion.
4. SUBRECIPIENT shall ensure that projects funded in combination with other federal financial assistance (e.g., HOME Investment Partnerships funds) comply with all National Environmental Policy Act (NEPA) requirements in accordance with 24 CFR part 58. SUBRECIPIENT shall provide all documents, including but not limited to Environmental Site Assessments and environmental clearance, as requested by COUNTY.

H. Schedules, Reports, and Certificates.

1. SUBRECIPIENT shall complete the Project prior to December 31, 2026 ("Project Completion Date").

2. Project Schedules. A preliminary Project Schedule for the Facility is attached to this Agreement as Exhibit "C". As soon as available, SUBRECIPIENT will provide to the COUNTY a final Project Schedule for the Facility. A Project Schedule shall (i) establish a Facility Completion Date not later than the Project Completion Date, and (ii) delineate all phases of the Facility, allocate costs to each phase, and set forth projected dates for the start and completion of each phase in sufficient detail to allow COUNTY to monitor progress of the Project. Upon approval by COUNTY, such Project Schedules shall automatically be incorporated into this Agreement. SUBRECIPIENT shall have the right, from time to time, subject to the provisions of Item 1 of this Exhibit "D", which provides that any material deviation require the written approval of the COUNTY, to make revisions to Project Schedules.
3. Progress Reports. SUBRECIPIENT shall submit to COUNTY, monthly written progress reports as to the Facility. Such reports shall describe the status of the design and construction of the Facility and include (i) actual versus estimated percentage of completion for each component of the Facility, (ii) any change in costs incurred in connection with construction of the Facility, (iii) performance against schedule, and (iv) any change in the critical path and revisions to the Project Schedule for such Facility as of the end of each reporting period.

4. Final Construction Report. Within forty-five (45) days after the completion of the Facility, SUBRECIPIENT shall deliver, or cause to be delivered, to COUNTY a final construction report which shall set forth the total costs incurred by SUBRECIPIENT in connection with the construction of the Facility through final completion of the Facility.

5. Inspection Rights of County. SUBRECIPIENT agrees that COUNTY, or its approved third party certified inspector, shall have the right prior to Project Completion and as determined by COUNTY, at all reasonable times upon not less than two (2) business days prior written notice to SUBRECIPIENT, to inspect the progress of the construction, or upon completion, the condition of housing units in the Project. COUNTY, at the option of SUBRECIPIENT, shall be accompanied by the SUBRECIPIENT or its representative during such inspection.

6. Certifications of Construction. SUBRECIPIENT will provide to COUNTY periodic certifications of construction certifying that construction has been conducted and completed in compliance with the Plans.

7. Certificates of Occupancy. SUBRECIPIENT will provide to COUNTY all applicable certificates upon the completion of construction or rehabilitation of the SLFRF affordable housing units assisted under this Agreement.

I. Modifications. Once approved, any material changes or additions to, or modifications of, the Project that result in a material deviation from the Statement of Work, a Project Schedule, a Project Budget, or a Project Site are subject to the approval, in writing, of COUNTY. In no event shall modifications to the scope of the Project entitle the SUBRECIPIENT to an additional allocation of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds as set forth in this Agreement.

J. COUNTY Plaques/Naming Rights. During the construction phase of the Project, the SUBRECIPIENT will post signage or a banner at the Project site recognizing the support of the members of the Bexar County Commissioners Court for the Project to be paid for out of the Project Budget. The SUBRECIPIENT shall provide a list of locations on the property which would be suitable to place the signage or banner and the COUNTY shall select the location from the SUBRECIPIENT’s list.
EXHIBIT “E”
INVOICE PACKAGE

1. Invoice
2. Expenditure Report
3. Monthly Performance Report
4. Monthly Progress Report (as detailed in Exhibit “D”)

INVOICE

AGENCY NAME: Habitat for Humanity of San Antonio

PROJECT NAME: Rancho Carlota Development Program

PROJECT SITE: 

PERIOD COVERED: INVOICE NO: 

<table>
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<tr>
<th>Line-Item</th>
<th>Budget</th>
<th>TOTAL Cost to Date</th>
<th>Less Payment Received</th>
<th>Amount Due</th>
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<td><strong>Total Budget:</strong></td>
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Total Due: **$**

By signing this request for payment, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prepared By: __________________________ Date: ________________

Approved By: __________________________ Date: ________________

COUNTY USE ONLY

Reviewed by County __________________________ Date: ________________

Approved by County __________________________ Date: ________________
# INVOICE EXPENDITURE REPORT

**Agency Name:** Habitat for Humanity of San Antonio  
**Program:** Rancho Carlota Development Program  
**Invoice #:**  
**Date:**

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**SUBTOTAL**

**TOTAL INVOICE**
MONTHLY PERFORMANCE REPORT

Monthly Project Tracking

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<td>Performance End Date</td>
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<td>Project Status</td>
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<td>□ Not Started □ Completed less than 50% □ Completed 50% or more □ Completed 100%</td>
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<td>Total Expenditures to Date</td>
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<td>Current Month Expenditures</td>
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<th>EXPENDITURE CATEGORY</th>
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<tr>
<td>Select the Expenditure Category associated with your program. Include Expenditure Sub category.</td>
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<td>□ Public Health Response</td>
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<td>✗ Negative Economic Impact</td>
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<tr>
<td>✗ Services to Disproportionately Impacted Communities</td>
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<tr>
<td>□ Premium Pay</td>
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<tr>
<td>✗ Infrastructure</td>
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<td>□ Administration</td>
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Expenditure Sub Category # 2.15 Long-term Housing Security: Affordable Housing

(See appendix):
Appendix 1: Definitions

**Appropriation**: An act of Congress that allows Federal agencies to incur obligations and to make payments out of the Treasury for specified purposes.

**Covered Benefits**: The costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers’ compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

**Essential work**: Work involving regular in-person interactions or regular physical handling of items that were also handled by others. A worker would NOT be engaged in essential work and, accordingly may not receive premium pay, for telework performed from a residence.

**Human services employees**: employees providing or administering social services, public benefits, child welfare services, and child, elder, or family care

**Premium Pay**: An amount of up to $13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency (i.e. since January 27, 2020). Such amount may not exceed $25,000 with respect to any single eligible worker.

Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is: 1. With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to $13 per hour with no reduction, substitution, offset or other diminishment of the eligible worker’s previous, current or prospective wages or remuneration, or 2. With regard to work that the eligible worker continues to perform, pay of up to $13 that is in addition to the eligible worker’s regular rate of wages or remuneration, with no reduction, substitution, offset, or other diminishment of the workers’ current and prospective wages or remuneration.

**Obligations**: Contracts or other binding commitments made by Federal agencies to pay out money for products, services, or other purposes distinct from actual payments. Obligations incurred may not be larger than available budget authority, grant authority, loan authority, or available funds for processing and advertising expenses.

**Public health employees**: employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel.

**Public safety employees**: police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel.

**Qualified Census Tract (QCT)**: Low-Income Housing Tax Credit Qualified Census Tracts must have 50 percent of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25 percent or more. Difficult Development Areas (DDA) are areas with high land, construction and utility costs relative to the area median income and are based on Fair Market Rents, income limits, the 2010 census counts, and 5-year American Community Survey (ACS) data.
Appendix 2: Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-19 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

* Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details). Please note the evidence-based questions are only applicable to States, U.S. Territories, and metropolitan cities and counties with population over 250,000.

^Denotes areas where recipients must report on whether projects are primarily serving disproportionately impacted communities (see Project Demographic Distribution section above for details).

<table>
<thead>
<tr>
<th>1: Public Health</th>
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<tbody>
<tr>
<td>1.1 COVID-19 Vaccination</td>
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<td>1.2 COVID-19 Testing</td>
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<tr>
<td>1.3 COVID-19 Contact Tracing</td>
</tr>
<tr>
<td>1.4 Prevention in Congregate Settings (Nursing homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*</td>
</tr>
<tr>
<td>1.5 Personal Protective Equipment*</td>
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<tr>
<td>1.6 Medical Expenses (Including Alternative Care Facilities)*</td>
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<tr>
<td>1.7 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)*</td>
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<td>1.8 COVID-19 Assistance to Small Businesses^</td>
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<td>1.9 COVID-19 Assistance to Non-Profits^</td>
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<tr>
<td>1.10 COVID-19 Aid to Impacted Industries^</td>
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<tr>
<td>1.11 Community Violence Interventions*</td>
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<tr>
<td>1.12 Mental Health Services^</td>
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<td>1.13 Substance Use Services^</td>
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<td>1.14 Other Public Health Services^</td>
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<th>2: Negative Economic Impacts</th>
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<tr>
<td>2.1 Household Assistance: Food Programs*</td>
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<td>2.2 Household Assistance: Rent, Mortgage, and Utility Aid*</td>
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<tr>
<td>2.3 Household Assistance: Cash Transfers*</td>
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<tr>
<td>2.4 Household Assistance: Internet Access Programs*</td>
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<tr>
<td>2.5 Household Assistance: Paid Sick and Medical Leave^</td>
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<tr>
<td>2.6 Household Assistance: Health Insurance^</td>
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<tr>
<td>2.7 Household Assistance: Services for Un/Unbanked^</td>
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<td>2.8 Household Assistance: Survivor’s Benefits^</td>
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<tr>
<td>2.9 Unemployment Benefits of Cash Assistance to Unemployed Workers^</td>
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<td>2.10. Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)^</td>
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<td>2.11 Healthy Childhood Environments: Child Care^</td>
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<td>2.12 Healthy Childhood Environments: Home Visiting^</td>
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<tr>
<td>2.13 Healthy Childhood Environments: Services to Foster Youth or Families involved in Child Welfare System^</td>
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ARPA Grant Agreement – Rancho Carlota Development Project
<table>
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<th>Section</th>
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<tr>
<td>2.14 Healthy Childhood Environments: Early Learning*^</td>
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<td>2.15 Long-term Housing Security: Affordable Housing*^</td>
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<td>2.16 Long-term Housing Security: Services for Unhoused Persons*^</td>
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<td>2.17 Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^</td>
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<td>2.19 Social Determinants of Health: Community Health Workers or Benefits Navigators*^</td>
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<td>2.20 Social Determinants of Health: Lead Remediation*^</td>
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<td>2.21 Medical Facilities for Disproportionately Impacted Communities^</td>
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<td>2.22 Strong Healthy Communities: Neighborhood Features that Promote Health &amp; Safety^</td>
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<td>2.23 Strong Healthy Communities: Demolition and Rehabilitation of Properties^</td>
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<tr>
<td>2.24 Addressing Educational Disparities: Aid to High-Poverty Districts^</td>
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<td>2.25 Addressing Educational Disparities: Academic, Social and Emotional Services*^</td>
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<td>2.26 Addressing Educational Disparities: Mental Health Services*^</td>
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<td>2.27 Addressing Impacts of Lost Instruction Time^</td>
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<td>2.28 Contributions to UI Trust Funds^</td>
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<td>2.29 Loans or Grants to Mitigate Financial Hardship^</td>
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<td>2.30 Technical Assistance, Counseling, or Business Planning*^</td>
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<td>2.31 Rehabilitation of Commercial Properties or Other Improvements</td>
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<td>2.32 Business Incubators and Start-Up or Expansion Assistance</td>
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<td>2.33 Enhanced Support to Microbusinesses</td>
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<td>2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^</td>
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<td>2.35 Aid to Tourism, Travel, or Hospitality</td>
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<td>2.36 Aid to Other Impacted Industries^</td>
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<td><strong>3: Public Health-Negative Economic Impact: Public Sector Capacity</strong></td>
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<td>3.3 Public Sector Workforce: Other</td>
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<td>7.1 Administrative Expenses</td>
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<td>7.2 Transfers to Other Units of Government</td>
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Appendix 3: Qualified Census Tracts (QCT) in Bexar County

3031 IRS SECTION 42(u)(5)(B) QUALIFIED CENSUS TRACTS

State: Texas

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Source: [https://www.huduser.gov/portal/datasets/qct.html](https://www.huduser.gov/portal/datasets/qct.html)
Appendix 4: Project Demographic Distribution Information

For ECs 1.1 – 2.37 applicable to Public Health and Negative Economic Impacts, recipients must report whether projects are targeted to impacted and disproportionately impacted communities.

The following options are available:

<table>
<thead>
<tr>
<th>Public Health</th>
<th>Impacted</th>
<th>Disproportionately Impacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance to Households</td>
<td>General Public</td>
<td>Low-income households and communities&lt;sup&gt;3&lt;/sup&gt;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Households that experienced unemployment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Households that experienced increased food or housing insecurity</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Households that qualify for certain federal programs&lt;sup&gt;2&lt;/sup&gt;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For services to address lost instructional time in K-12 schools: any students that lost access to in-person instruction for a significant period of time</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other households or populations that experienced a negative economic</td>
</tr>
</tbody>
</table>

<sup>3</sup> Low or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines by the Department of Health and Human Services (HHS) or (ii) income at or below 65 percent of the Area Median Income for the county and size of household based on the most recently published data by the Department of Housing and Urban Development (HUD).

<sup>2</sup> For Impacted households, these programs are Children’s Health Insurance Program (“CHIP”); Childcare Subsidies through the Child Care and Development Fund (“CCDF”) Program; Medicaid; National Housing Trust Fund (“HTF”), for affordable housing programs only; Home Investment Partnerships Program (“HOME”), for affordable housing programs only.

<sup>12</sup> For educational services and other efforts to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible. “Title I eligible schools” means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.
<table>
<thead>
<tr>
<th><strong>Impacted</strong></th>
<th><strong>Disproportionately Impacted</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact of the pandemic other than those listed above (please specify)</td>
<td>Other households or populations that experienced a disproportionate negative economic impact of the pandemic other than those listed above (please specify)</td>
</tr>
<tr>
<td><strong>Assistance to Small Businesses</strong></td>
<td><strong>Small businesses operating in Qualified Census Tracts</strong></td>
</tr>
<tr>
<td>• Small businesses that experienced a negative economic impact of the pandemic</td>
<td>• Small businesses operated by Tribal governments or on Tribal lands</td>
</tr>
<tr>
<td>• Classes of small businesses designated as negatively economically impacted by the pandemic (please specify)</td>
<td>• Small businesses operating in the U.S. territories</td>
</tr>
<tr>
<td><strong>Assistance to Non-Profits</strong></td>
<td><strong>Other small businesses disproportionately impacted by the pandemic (please specify)</strong></td>
</tr>
<tr>
<td>• Non-Profits that experienced a negative economic impact of the pandemic</td>
<td><strong>Other non-profits disproportionately impacted by the pandemic (please specify)</strong></td>
</tr>
<tr>
<td>• Classes of non-profits designated as negatively economically impacted by the pandemic (please specify)</td>
<td><strong>N/A</strong></td>
</tr>
<tr>
<td><strong>Aid to Impacted Industries</strong></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit "F"

INVOICE GUIDANCE

Purpose

The purpose of this document is to provide invoicing guidance and describe responsibilities, procedures, and instructions governing the review and approval of invoice payments to grant recipients. This guidance will help ensure that invoices are properly and consistently reviewed and analyzed in a standardized manner prior to making payments to grant recipients.

Terms of Payment

Grant payments occur on a reimbursement basis, meaning that payment will be made after the eligible expense has been incurred and paid by the grant recipient. The grant recipient must request reimbursement of expenses by submitting a signed invoice and completed invoice package. Invoice packages must include required documentation of expenses.

All grantees need to track project expenses accurately using the same expense categories as in the approved budget included in the executed agreement. To be eligible for reimbursement, all expenses must meet all applicable requirements of the executed agreement.

Invoices and documentation

Invoices are due to our office on a monthly basis. Grantees should invoice Bexar County for project costs and send copies of receipts or other documentation that confirms that vendors, consultants, personnel, etc. have been paid. Documentation must demonstrate that costs are: reasonable, accurate and allowable; within grant limits; and treated consistently.

Documentation must include, but is not limited to:

- Itemized receipt or vendor invoice - merchant name, transaction date, amount paid, list of items purchased, list of any additional charges, form of payment used
- Timesheets - Signed timesheet indicating hours allocated to grants/ project
- Proof of Payment - Payroll Log, cancelled check (front and back), Monthly Credit Card/Bank statement demonstrating purchase
Typical Invoice Problems

- Missing timesheets/unsigned timesheets
- Disallowed Costs (taxes, unapproved expenditures)
- Math errors
- Submitting proposal instead of invoice
- Incorrect/missing shipment information on receipts (Amazon orders)
- Missing details on receipt – date, vendor address
- Submitting credit card or bank statements instead of vendor receipts

Disallowed costs

- Items paid for with a gift card will most likely not be reimbursed
- Sales taxes are not reimbursed
- Purchases not in line with the award or approved budget line items will not be reimbursed. For example: paying for a catered lunch or lunches for group meeting - if it was not listed on the Project Budget it will not be approved

Performance Reports

Performance reports must be submitted monthly accompanying your invoice. These reports describe the Grantees accomplishments and share achievements and progress made towards program goals and to ensure accountability and transparency in the use of County funds. Progress reports contain updates on activities and align with expenditures that occurred since the previous report. The information provided is used by the County when reviewing an invoice and to keep up on project progress and to ensure compliance with contractual requirements.

Performance supporting documentation including, but not limited to, newspaper articles, brochures, flyers, meeting notices, meeting minutes, training agendas, attendance rosters and any information that would support or authenticate the progress of performance relating to the terms of the grant agreement should also be submitted.
## Required Invoice Documentation

<table>
<thead>
<tr>
<th>PROGRAM BUDGET CATEGORIES</th>
<th>REQUIRED DOCUMENTATION</th>
</tr>
</thead>
</table>
| **Salaries**              | • Signed timesheet including number of hours allocated to grants/ projects  
• Proof of payment (cancelled check made payable to employee, bank statements, etc. or payroll register listing the name(s) of each employee(s) charged to the grant  
At the beginning of your grant period, the first invoice for reimbursement of salary expenses must demonstrate how the expense was calculated. |
| **Fringe Benefits** (health insurance, state and federal withholdings and any other benefits paid) | • Signed timesheet including number of hours allocated to grants/ projects  
• Proof of payment (cancelled check made payable to employee, bank statements, etc. or payroll register listing the name(s) of each employee(s) charged to the grant  
At the beginning of your grant period, the first invoice for reimbursement of fringe benefit expenses must demonstrate how the expense was calculated. |
| **Staff Trainings**       | • Sign in sheets – signed by both instructor & participants  
• List of staff trained with name, title, training course, date trained  
• Curriculum  
• Consultant/Trainer agreement  
• Invoice or receipts  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| **Training/Conferences**  | • Conference Agenda  
• Confirmation of scheduled training  
• Receipt or bank statement identifying Conference Registration Payment  
• Itemized receipts for Airfare, Hotel, Car Rental  
• Receipts for meals and local travel: taxis, mileage logs, train tickets |
| **Travel/Mileage**        | • mileage log sheet  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| **Communication - Telephone/Cell Phone/Internet** | • Phone bill  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| **Printing/Copies**       | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| **Postage**               | • Vendor Invoice, Order confirmation or Receipt  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| **Facility Rental**       | • Invoice,  
• signed lease agreement  
• Proof of payment (canceled check, bank statement, electronic reference, etc.) |
<table>
<thead>
<tr>
<th>PROGRAM BUDGET CATEGORIES</th>
<th>REQUIRED DOCUMENTATION</th>
</tr>
</thead>
</table>
| Insurance                 | • Vendor Invoice, Order confirmation or Receipt  
                              • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Supplies - Office / Administrative | • Vendor Invoice, Order confirmation or Receipt  
                                        • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Equipment Lease/Agreement | • Vendor Invoice, Order confirmation or Receipt  
                              • Proof of payment (canceled check, bank statement, electronic reference, etc.)  
                              • signed lease agreement |
| Utilities - Water/Gas/Electric | • Vendor Invoice, Order confirmation or Receipt  
                                               • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Maintenance/Repairs - Vehicles / Equipment Upkeep | • Vendor Invoice, Order confirmation or Receipt  
                                                         • Proof of payment (canceled check, bank statement, electronic reference, etc.)  
                                                         • signed contract |
| Advertising               | • Vendor Invoice, Order confirmation or Receipt  
                              • Proof of payment (canceled check, bank statement, electronic reference, etc.)  
                              • signed contract |
| Public Relations          | • Vendor Invoice, Order confirmation or Receipt  
                              • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Professional Fees/ Contract Labor (i.e. non-salaried) | • Vendor Invoice, Order confirmation or Receipt  
                                                         • Proof of payment (canceled check, bank statement, electronic reference, etc.)  
                                                         • Employment Contracts (signed by both parties with deliverables and payment terms)  
                                                         • Proof of payment (cancelled check made payable to vendor, credit card statements, bank statements, etc. |
| Volunteer Stipends        | • All invoices, purchase orders and canceled checks or any other method of payment for the purchase of the incentive  
                              • Register of receipt signed by client indicating that they received the incentive. Log should include clients name, signature, type of incentive and date it was received |
| Program Materials/Supplies/Incentives | • Vendor Invoice, Order confirmation or Receipt  
                                                        • Proof of payment (canceled check, bank statement, electronic reference, etc.) |
| Direct Client Assistance  | • All invoices, purchase orders and canceled checks or any other method of payment for the purchase of the incentive  
                              • Register of receipt signed by client indicating that they received the incentive. Log should include clients name, signature, type of incentive and date it was received |
EXHIBIT “G”
INSURANCE

SUBRECIPIENT(s) will procure, pay for, and maintain during the Term:

I. Commercial general liability insurance for amounts not less than:
   1) Premises/Operations
   2) Independent Contractors
   3) Products/Completed Operations
   4) Personal Injury
   5) Contractual Liability
   6) Explosion/Collapse/Underground Property Damage (where applicable)

   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Personal Injury per occurrence
   $1,000,000 Each Occurrence
   (County shall be named as an additional insured on this policy.)

II. Statutory workers’ compensation insurance for all employees of SUBRECIPIENT, Employer’s Liability Insurance with limits of liability not less than:

   $500,000.00 Each Accident
   $500,000.00 Policy Limit for Disease
   $500,000.00 Each Employee

   (A waiver of subrogation in COUNTY’s favor is required).

III. Commercial Automobile Liability Insurance covering all owned/leased, borrowed, hired and non-owned motor vehicles used in connection with the work being performed under the Agreement with limits of liability not less than:

   $1,000,000.00 Combined Single Limit

   (COUNTY shall be named as an additional insured on this policy).

IV. Umbrella Liability services in connection with the Services being performed under the Agreement with limits of liability not less than:

   $1,000,000.00 Per Claim
   $2,000,000.00 Annual Aggregate

V. Builder’s Risk Insurance coverage is required providing All Risk Coverage for builders while in the course of renovation/installation. The amount of the insurance shall equal 100% of the contract price of the building construction/installation including any modifications or change orders affecting price.
**Own Equipment and/or Property:** SUBRECIPIENT(s) are responsible for all damage to their own equipment and/or property.

VI. SUBRECIPIENT will provide COUNTY with Certificates of Insurance and endorsements prior to the execution of this Agreement evidencing that the stated coverages have been obtained.

VII. SUBRECIPIENT is responsible for all premiums and deductibles due pursuant to all of the insurance policies required by this Agreement and its Exhibit “G”.

VIII. When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by COUNTY, SUBRECIPIENT will notify COUNTY of such not less than thirty (30) calendar days prior to the change, if SUBRECIPIENT knows of said change in advance, or ten (10) calendar days after the change, if SUBRECIPIENT did not know of the change in advance. Such notice must be accompanied by a replacement Certificate of Insurance. All notices will be given to COUNTY at the following addresses with a copy of this Agreement:

- Bexar County Risk Manager
- Bexar County Manager’s Office
- 101 West Nueva St., Suite 901
- San Antonio, Texas 78205

- Governmental Affairs Director
- Bexar County ARPA Office
- 101 West Nueva, Suite 809
- San Antonio, Texas 78205

IX. If SUBRECIPIENT fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, COUNTY may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any compensation due pursuant to this Agreement; however, procuring of said insurance by COUNTY is an alternative to other remedies that COUNTY may have, and is not the exclusive remedy for failure of SUBRECIPIENT to maintain said insurance or secure such endorsement(s). In addition to any other remedies that COUNTY may have upon SUBRECIPIENT’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, COUNTY will have the right to order SUBRECIPIENT to stop work hereunder, and/or withhold any payment(s) which become due to SUBRECIPIENT hereunder until SUBRECIPIENT demonstrates compliance with the requirements hereof.

X. Nothing herein contained will be construed as limiting in any way the extent to which SUBRECIPIENT may be held responsible for payments of damages to persons or property resulting from SERVICE PROVIDER’s or its subcontractors’ performance of the Services covered by this Agreement.
XI. It is agreed that SUBRECIPIENT’s insurance will be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability of SUBRECIPIENT arising out of operation of this Agreement.

XII. SUBRECIPIENT agrees to require, by written contract, that all subcontractors providing Services pursuant to this Agreement will obtain the same insurance coverages required of SUBRECIPIENT, and will provide a certificate of insurance and endorsement that names SUBRECIPIENT and COUNTY as additional insureds.
ADDENDUM “A”

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 by any Federal department or agency;

(b) Have not within a three-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 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in section (b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and

(e) Will submit to Bexar County information about each proceeding that occurs during this Agreement Term or during the recordkeeping period that:

(1) Is in connection with this award;
(2) Reached its final disposition during the most recent five year period; and
(3) Is one of the following:

i. A criminal proceeding that resulted in a conviction, as defined below;

ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

iii. An administrative proceeding, as defined below, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damage in excess of $100,000; or

iv. Any other criminal, civil, or administrative proceeding if:

1. It could have led to an outcome described in this section (e) paragraph (3) items (i) – (iii) of this award term and condition;
2. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

3. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

(4) For purposes of section (c) of this certification the following definitions apply:

i. An "administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. A "conviction", for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Where the undersigned Subrecipient is unable to certify to any of the statements in this certification, such Subrecipient shall attach an explanation of why it cannot provide said certification to this Agreement.

The undersigned Subrecipient further agrees and certifies that it will include the below clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Subcontracts/Lower Tier Covered Transaction," without modification, in all subcontracts and in all solicitations for subcontracts:

"CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – SUBCONTRACTS/ LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant/subcontractor certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant/subcontractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LOWER TIER PARTICIPANT/SUBCONTRACTOR:
This certification is a material representation of fact upon which reliance is placed when Bexar County awards the grant. If it is later determined that Subrecipient knowingly rendered an erroneous certification, in addition to any other remedies available to the Federal Government, Bexar County may terminate this Agreement for cause or default.

**SUBRECIPIENT:** Habitat for Humanity of San Antonio

**By:**

Natalie Griffith, CEO and President

**Date:** 1/1/22
ADDENDUM “B”

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE

The undersigned states, to the best of its knowledge and belief, that:

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

SUBRECIPIENT: Habitat for Humanity of San Antonio

By:  

Natalie Griffith, CEO and President

Date: 11/14/22