

STATE OF TEXAS § **INTERLOCAL GRANT AGREEMENT FOR THE**
 § **DISTRIBUTION OF CARES ACT FUNDS FOR**
COUNTY OF BEXAR § **RENTAL ASSISTANCE**

THIS INTERLOCAL GRANT AGREEMENT FOR THE DISTRIBUTION OF CARES ACT FUNDS FOR RENTAL ASSISTANCE (hereinafter referred to as the “Agreement”) is made and entered by and between the **COUNTY OF BEXAR**, a political subdivision of the State of Texas (“County”), and the **CITY OF SAN ANTONIO, TEXAS**, a Texas Home Rule Municipality (“City”) Data Universal Number System (DUNS) number 0664284000000 (also, individually, a “Party” or, collectively, the “Parties), pursuant to the authority granted by the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

INTRODUCTION

WHEREAS, the COVID-19 public health emergency has continued well past what local leaders anticipated and County residents continue to face the threat of losing their residences and being left homeless which would result in additional strain on these families and impact the local economy and potentially displace a significant portion of the local workforce;

WHEREAS, COUNTY residents have continued to suffer financial losses as a result of COVID-19 and a significant step towards easing the immediate pressure on these residents would be providing rental assistance for those that qualify as a result of the continuation of the public health crisis and the significant and on-going financial hardships faced by these residents as a result;

WHEREAS, funding for this Agreement is appropriated in part under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) (“CARES Act”) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) (“CARES Act Grant”);

WHEREAS, the CARES Act makes available \$5 billion in CDBG coronavirus response (“CDBG-CV”) funds. The U.S. Department of Housing and Urban Development has awarded a total of \$141,846,258 in CDBG-CV funds to the Texas Department of Housing and Community Affairs (“TDHCA”). TDHCA has determined that COUNTY will receive \$717,196.47 in CDBG-CV funds for and through the Texas Emergency Rental Assistance Program (“TERAP”) and COUNTY expects to enter an agreement with TDHCA for these funds. 10% of the TERAP funds are reserved for Texas Eviction Diversion Program (“TEDP”), which allows Texans who have fallen behind on their rent because of the impact of COVID-19 and whose landlords have initiated eviction proceedings, to stay in their homes. The goal of TERAP is to help stabilize low- and moderate-income Texas renters impacted by the coronavirus pandemic through the provision of up to six months of rental assistance;

WHEREAS, CITY operates the Emergency Housing Assistance Program (“EHAP”) that provides rent and mortgage assistance to City of San Antonio residents based on the residents’ income levels, and TDHCA has determined that CITY will receive \$3,603,100.02 in TERAP funds, which EHAP will distribute in accordance with the CARES Act and TDHCA requirements;

WHEREAS, CITY and COUNTY coordinated with each other on their respective submissions

to TDHCA to ensure that their respective TERAP and TEDP programs were aligned;

WHEREAS, in the interest of expediency and in order to simplify the process for COUNTY eligible residents to access TERAP funding, COUNTY would like CITY to distribute TERAP funds received by COUNTY (“Services”);

WHEREAS, this Agreement will further the objectives of the COUNTY and benefit the COUNTY and its residents and serve the broader purpose of stimulating and encouraging business and commercial activity in the COUNTY caused by the COVID-19 pandemic, retaining and expanding job opportunities and building the property tax base; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE

1.01 The purpose of this Agreement is to set out the terms and conditions under which CITY will distribute TERAP funds to eligible County residents (“Rental Assistance”), as more specifically detailed in **Exhibit “A”**; and reimbursement of administrative costs for Services.

ARTICLE 2
SUBAWARD

2.01 CITY understands that this Agreement is a subaward of COUNTY’s agreement with TDHCA and that federal and state funds will be used to fund this Agreement. CITY will comply with all applicable federal and state laws, regulations, executive orders, policies, procedures, guidance and directives which may be, or after execution become applicable to this Agreement—including all requirements for subrecipients and subawardees contained in COUNTY’s forthcoming contract with TDHCA—and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. Failure to comply may result in the denial of a reimbursement request. The relevant legal authority includes, but is not limited to, the following as now in effect or as amended in the future:

- CARES Act (Public Law No: 116-136)
- Texas Government Code 2105: Administration of Block Grants
- Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq)
- 24 CFR Part 570 Subpart I
- CDBG-CV Notice, FR-6218-N-01
- 24 CFR Part 58
- 2 CFR Part 200
- Uniform Grant Management Standards (UGMS)
- Texas Department of Housing and Community Affairs 2019 Annual Action Plan, as amended
- Texas Administrative Code: Title 10, Part 1, Chapters 1 and 2

2.02 Should CITY fail to comply 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, CITY warrants that it will return to COUNTY the amount identified as improperly used or not allowable, whether during the Term of this Agreement (as defined below) or after. CITY shall refund any such payment to COUNTY within thirty (30) calendar days of the receipt of the notice from COUNTY.

- 2.03 CITY represents and warrants that it fulfills the requirements of a pass-through entity listed in 24 CFR §200.331. Pursuant to TDHCA’s guidelines, COUNTY will monitor CITY as a subawardee at least once during the term of the Agreement. CITY additionally represents and warrants that:
- a) Both CITY and the CITY’s governing board members are not listed on the Federal and State debarment and suspended lists of both TDHCA;
 - b) It is current on its Single Audit submission to the Federal Audit Clearinghouse; and
 - c) It has provided a disclosure for matters under 2 CFR §200.113, 2 CFR Part 200 Appendix XII, 24 CFR Part 9, or the Fair Housing Act.
- 2.04 Following is additional information concerning the funding for this Agreement:
- a) Federal Award Date: March 27, 2020;
 - b) Name of Federal Awarding Agency: United States Department of the Treasury; and
 - c) CFDA Number: 21.019.

ARTICLE 3

TERM

- 3.01 This Agreement is effective on January 1, 2021, and shall expire on May 14, 2022 (the “Term”).
- 3.02 Each Party reserves the right to terminate this Agreement with or without cause with thirty (30) days written notice to the other Party. The notice of termination will be in writing and will state the termination date. CITY will be reimbursed for any Rental Assistance distributed and Administrative Costs incurred prior to the termination date.
- 3.03 This Agreement will terminate automatically if COUNTY does not enter into an agreement with TDHCA for funding or if COUNTY does not receive TDHCA/CDBG-CV funding. CITY will not request reimbursement of funds under this Agreement before COUNTY enters into agreement with TDHCA and COUNTY receives TDHCA/CDBG-CV funds.

ARTICLE 4

REIMBURSEMENT OF EXPENSES

- 4.01 For actual and eligible Rental Assistance and Administrative Costs (as defined below), COUNTY will reimburse CITY an amount not to exceed **SEVEN HUNDRED SEVENTEEN THOUSAND ONE HUNDRED NINETY-SIX DOLLARS AND FORTY-SEVEN CENTS (\$717,196.47)**.
- 4.02 COUNTY will reimburse administrative costs allowed under TERAP guidelines, including 24 CFR § 570.206(a) and Texas Uniform Grant Management (“Administrative Costs”). Pursuant to TERAP guidelines, Administrative Costs can include salaries and related costs, supplies, overhead (utilities, maintenance, etc.), transportation, and mileage. CARES Act Funds provided by the COUNTY shall reimburse CITY only for those costs and expenses directly related to the CITY’s

provision of the services described in **Exhibit “A”**. CARES Act funds may not be used by the CITY for the payment of staff bonuses or performance payments, entertainment, gifts, or legal expenses. Administrative Costs may not exceed ten percent of the amount of Rental Assistance distributed, an amount not to exceed **SEVENTY-ONE THOUSAND, SEVEN HUNDRED NINETEEN DOLLARS AND SIXTY-FIVE CENTS (\$71,719.65)**.

ARTICLE 5 **INVOICING**

- 5.01 CITY shall submit to the COUNTY’s Economic and Community Development Department (“Department”) a monthly invoice package of incurred costs. For purposes of this Agreement, a cost is “incurred” when CITY has expended funds to cover the cost. The invoice package must be submitted, month after month, until funding has been exhausted. The invoice package should include:
- in the form incorporated into this Agreement as **Exhibit “B”**: (1) an expenditure report itemizing Rental Assistance and Administrative Costs; (2) performance report; and (3) a client data report;
 - the monthly report referenced in Section 6.06 below.

The invoice package should be submitted to:

By mail: Bexar County Economic and Community Development
ATTN: Robert H. Reyna
233 N. Pecos St., Suite 320
San Antonio, Texas 78207

Upon reasonable notice, CITY shall make the documentation supporting its invoices available to COUNTY for inspection or audit.

- 5.02 All Rental Assistance costs and Administrative Costs must be incurred by January 14, 2022. All invoice packages must be received by COUNTY no later than the close of business on January 31, 2022. COUNTY will not be obligated to consider any invoice packages received after the close of business on January 31, 2022.
- 5.03 Delinquent or unacceptable invoice packages and/or performance reports shall excuse delay of reimbursement by COUNTY. CITY will receive written Notice of delinquent or unacceptable invoicing/performance reporting within seven (7) business days of receipt of the invoice package. CITY will have five (5) business days to resubmit corrected invoices/reporting. Invoice packages that are not re-submitted within five (5) business days will not be considered for reimbursement.
- 5.04 After receipt of and approval by COUNTY of the SERVICE PROVIDER’s billing package, COUNTY will reimburse CITY an amount equal to the total amount of the billing package, subject to deduction for any costs questioned or not allowable, pursuant to the Texas Prompt Payment Act. COUNTY may withhold all or part of any payments to CITY to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that CITY has not refunded to COUNTY. COUNTY may take repayment from funds available under this Agreement in amounts necessary to fulfill CITY’s repayment obligations.

- 5.05 Within ten (10) business days of COUNTY's written request, CITY shall refund to COUNTY any sum of money paid by COUNTY to CITY that COUNTY has determined:
- a) Resulted in overpayment to CITY;
 - b) Has not been spent by CITY strictly in accordance with the terms of this Agreement; or
 - c) Is not supported by adequate documentation to fully justify the expenditure.
- 5.06 Cares Act Funds provided to the CITY pursuant to this Agreement will be paid solely from lawfully available funds that have been duly appropriated by the COUNTY. Under no circumstances will the COUNTY's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, none of the COUNTY's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution. Further, the COUNTY shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by the CITY.

ARTICLE 6

COOPERATION WITH MONITORING, AUDITS, AND RECORDS REQUIREMENTS

- 6.01 All records and expenditures are subject to, and CITY agrees to comply with, monitoring and/or audits conducted by the United States Department of the Treasury's Inspector General, other federal agencies or offices, or the Auditor or his designee. CITY shall maintain under GAAP or GASB, adequate records that ensure proper accounting for all costs and performances related to this Agreement.
- 6.02 If CITY 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?tpl=/ecfrbrowse/Title02/2cfr200_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.
- 6.03 CITY will allow COUNTY to monitor its financial management systems to the extent necessary to comply with 10 Texas Administrative Code §1.402.
- 6.04 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, the CARES Act, United States Department of the Treasury Guidelines applicable to CARES funding, other applicable laws, regulations, or CITY's obligations hereunder, CITY agrees to correct such discrepancies or inadequacies within thirty (30) calendar days after CITY's receipt of the findings.
- 6.05 CITY shall maintain appropriate records for the periods required by law to provide accountability for all expenditures of grant funds, reporting measures, and funds received from COUNTY under this Agreement. Records maintained by CITY will, at a minimum, identify the supporting documentation prepared by CITY to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Agreement.

- 6.06 CITY will submit monthly reports outlining households assisted, funds expended, client demographic data and verification of grant-funded program expenses. CITY will provide data supporting client eligibility for the services provided. Data shall include, but not be limited to: how the person/household was directly impacted by coronavirus, number of persons/households served, family size, race/ethnicity, and income documentation. CITY will also provide data relating to the TEDP, including, but not limited to: number of persons whose evictions were diverted, client eligibility and demographic information.

ARTICLE 7
REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.01 CITY represents and warrants that:
- a) All information ever provided or to be provided to COUNTY is complete and accurate as of the date shown on the document, and that since that date, CITY has not undergone any significant change without written Notice to COUNTY.
 - b) Any supporting financial statements ever provided or to be provided to COUNTY are complete, accurate and fairly reflect the financial condition of CITY 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 CITY.
 - c) No litigation or proceedings are presently pending or threatened against CITY 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 CITY is doing business or with the provisions of any existing obligation or agreement of CITY.
 - e) CITY 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.

ARTICLE 8
REMEDIES

- 8.01 If COUNTY determines that CITY has failed to comply with any term of this Agreement, whether stated in a federal or state statute or regulation, an assurance, in this Agreement, in guidance issued by federal authorities or subsequently issued by federal authorities, or that a reimbursement or request for reimbursement is not authorized under the CARES Act, COUNTY, in its sole discretion, may pursue any combination of the following remedies:
- i) withhold payments pending correction of any deficiency;
 - ii) disallow or deny reimbursement of funds for all or part of the cost of an activity or action not in compliance with this Agreement;
 - iii) disallow claims for reimbursement not authorized by the CARES Act;
 - iv) wholly or partially suspend or terminate this Agreement; or

- v) in accordance with Section 2.02 and Article 5, require return or recapture of any funding provided.

8.02 The rights and remedies contained in this Article 8 shall not be exclusive, but shall be cumulative of all other rights and remedies now or hereinafter existing, whether by statute, at law, or in equity.

ARTICLE 9 **POLITICAL ACTIVITY**

- 9.01 Unless specifically authorized to do so by federal law, CITY is prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns.
- 9.02 CITY officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- 9.03 Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- 9.04 Funding received under this Agreement may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- 9.05 As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

ARTICLE 10 **AMENDMENTS AND CHANGES IN THE LAW**

- 10.01 Any alterations, additions, or deletions to the terms of this Agreement must be documented in writing and signed by both Parties to be binding. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

ARTICLE 11
DELEGATION AND ASSIGNMENT

11.01 Neither Party may delegate the performance of any contractual obligation to a third party, unless mutually agreed in writing. A Party to this Agreement may not assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Party. Any attempt to assign without such approval shall be void.

ARTICLE 12
SURVIVABILITY

12.01 Notwithstanding any expiration or termination of this Agreement, the rights and obligations pertaining to the close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, and any other provision implying survivability shall remain in effect after the expiration or termination of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

13.01 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 is duly executed by the Parties.

ARTICLE 14
INTERPRETATION

14.01 To the extent the terms and conditions of this Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this Agreement and in all cases, according to its fair meaning. The parties acknowledge that each Party and its counsel have reviewed this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Agreement.

ARTICLE 15
LEGAL CONSTRUCTION

15.01 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 shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been a part of the Agreement.

ARTICLE 16
SOVEREIGN IMMUNITY

16.01 It is expressly understood and agreed that in the execution of this Agreement, neither of the Parties waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers or functions.

ARTICLE 17
TEXAS LAW TO APPLY

17.01 This Agreement shall 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. The Parties agree that venue for any litigation arising from this Agreement shall lie in Bexar County, Texas.

ARTICLE 18
NOTICE

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

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

With copy to: Bexar County Economic and Community Development Department
 C/O Deborah Carter
 233 N. Pecos St. Suite 320
 San Antonio, TX 78205

If to CITY: City of San Antonio
 Attn: City Clerk
 P.O. Box 839966
 San Antonio, Texas 78283-3966

With copy to: City of San Antonio
 Neighborhood and Housing Services Department
 Attn: Edward Gonzales
 1400 S. Flores
 San Antonio, Texas 78204

ARTICLE 19
INSURANCE

19.01 Both COUNTY and CITY are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and

the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. Both Parties maintain adequate insurance to respond to any claims by third-parties or by their respective employees for personal injuries or property damage. Both Parties hereby waive pursuant to this agreement any subrogation rights it may have or acquire as against each other arising in the course of or during the term of this agreement.

ARTICLE 20
INDEMNIFICATION

20.01 COUNTY and CITY acknowledge they are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. Neither Party assumes any indemnification obligation under this agreement.

ARTICLE 21
MULTIPLE COUNTERPARTS

21.01 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals on this _____ day of _____, 2021.

COUNTY OF BEXAR:

CITY OF SAN ANTONIO:

By: _____
Nelson W. Wolff
County Judge

By: _____
Verónica R. Soto, FAICP
Director,
Neighborhood and Housing Services
Department

APPROVED AS TO LEGAL FORM:

APPROVED AS TO FORM:

By: _____
Sue Jana
Assistant Criminal District Attorney
Civil Division

By: _____
Scott Zimmerer
Assistant City Attorney

APPROVED AS TO FINANCIAL CONTENT:

By: _____

Leo S. Caldera, CIA, CGAP
County Auditor

By: _____

David Smith
County Manager

EXHIBIT “A”
WORK STATEMENT

- **AGENCY NAME:** City of San Antonio (COSA)
- **PROJECT NAME:** Texas Emergency Rental Assistance Program (“TERAP”)
- **PROJECT DESCRIPTION:**

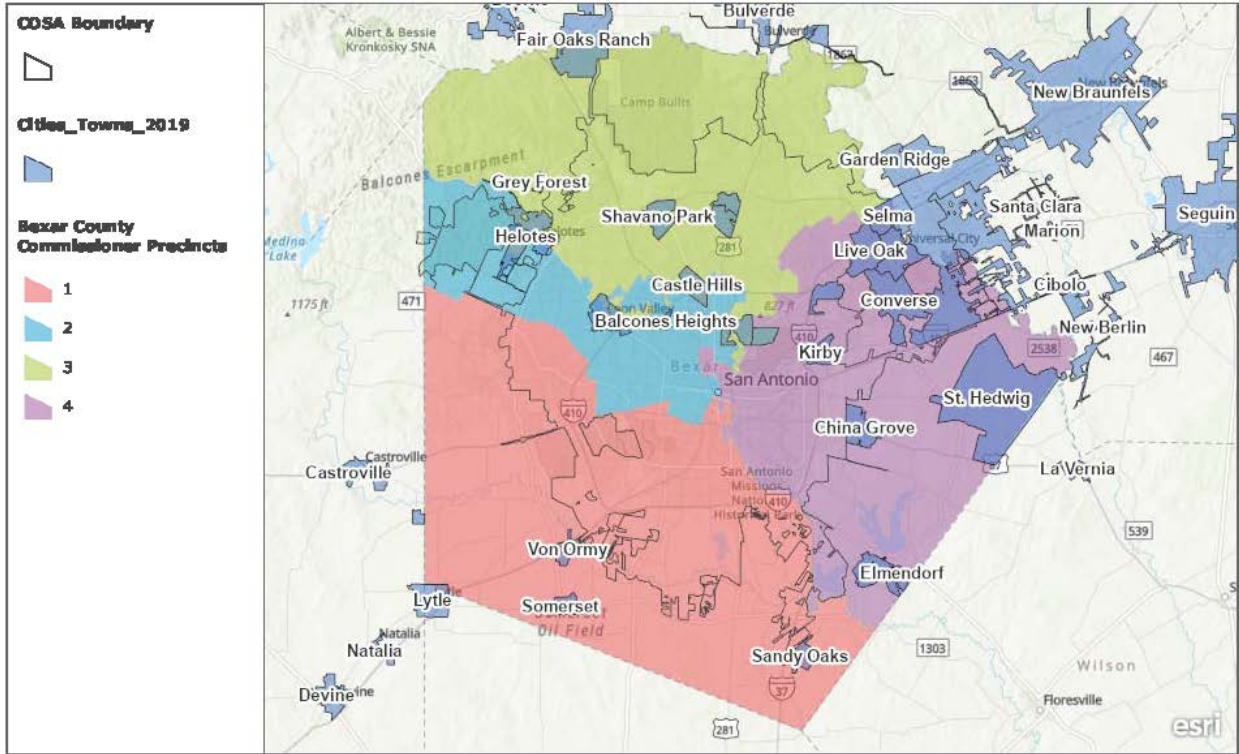
CITY will provide a Texas Emergency Rental Assistance Program (“TERAP”) designed to assist families in unincorporated Bexar County and suburban cities impacted by Coronavirus Disease 2019 (“COVID-19”). The program offers up to six (6) months of temporary housing assistance for County residents that experienced loss of income due to furlough, reduction in wages, or job loss attributable to COVID-19 (“Program Participant”).

The program involves the design, implementation, oversight, and reporting of a COSA-administered program designed to assist residents in unincorporated Bexar County and suburban cities outside of the City of San Antonio.

- 10% of the funding for this Agreement will be allocated for TEDP activity for a time specified by TDHCA.
- The program will be operated on a first-come, first-served basis.
- Payments will be made directly to the landlord who must provide ownership documentation along with Direct Deposit information for payment disbursement, unless part of all of the aforementioned documentation is waived or excused by TDHCA in which case it shall not be a requirement under this Agreement.
- Landlords will be encouraged to offer rent concessions as a condition to receiving Bexar County funding.
- For Program Participants who receive assistance for a period of time longer than 100 days, CITY will follow the Lead Safe Housing Rule (LSHR) at Title 24, Part 35, and the requirements of Subpart K, whether occupied by a child less than six years or not, unless part of all of the aforementioned requirement is waived or excused by TDHCA in which case it shall not be a requirement under this Agreement.
- City will establish a written denial of service complaint procedure to address complaints.
- CITY will affirmatively further fair housing, including, but not limited to, marketing the program to those least likely to apply.
- **SERVICE AVAILABILITY:** January 1, 2021 – January 14, 2022 or until funds have been expended, whichever occurs first.
- **TARGET POPULATION:** Bexar County residents in participating cities (as further described below) or unincorporated areas of the County.

- **BENCHMARKS:** As further reflected in COUNTY's agreement with TDHCA, CITY will achieve the following performance benchmarks:
 - No later than the end of the fourth month of the contract, at least 20% of total contracted funds must be reported as expended.
 - No later than the end of the sixth month of the contract, at least 40% of total contracted funds must be reported as expended.
 - No later than the end of the ninth month of the contract, at least 70% of total contracted funds must be reported as expended.
 - No later than the end of the twelfth month of the contract, at least 100% of total contracted funds must be reported as expended.

- **ELIGIBILITY CRITERIA:**
 - Applicant(s) must be 18 years of age or older
 - The household must meet HUD established Income Guidelines for families earning eighty percent (80%) or below of the Area Median Income
 - The tenant must provide proof of unemployment or reduction of income
 - The tenant must provide a copy of Residential Lease Agreement
 - The tenant must have a Pay or Vacate Notice from the Landlord
 - The tenant must complete an Online or Written Application
 - TERAP Authorization



Esri, CGIAR, USGS | Boundary Information acquired from each Individual City or Town. | COSA | Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA

Eligible residents must reside in the unincorporated areas of Bexar County or in one of the listed Cities below:

- | | |
|------------------------------|------------------------|
| City of Alamo Heights | City of Leon Valley |
| City of Balcones Heights | City of Lytle |
| City of Castle Hills | City of Olmos Park |
| City of China Grove | City of Sandy Oaks |
| City of Converse | City of Shavano Park |
| City of Elmendorf | City of Schertz |
| City of Fair Oaks Ranch | City of Selma |
| City of Grey Forest | City of Somerset |
| City of Helotes | City of St. Hedwig |
| City of Hill Country Village | City of Terrell Hills |
| City of Hollywood Park | City of Universal City |
| City of Kirby | City of Von Ormy |
| City of Live Oak | City of Windcrest |

EXHIBIT “B”
INVOICE PACKAGE

1. Monthly Expenditure Report
2. Monthly Performance Report
3. Monthly Client Data Report

EXPENDITURE REPORT

AGENCY NAME: City of San Antonio Invoice No: _____

PROJECT NAME: Texas Emergency Rental Assistance Program (TERAP)

ADDRESS: 106 S. St. Mary's, 7th Floor, San Antonio, TX 78205

PERIOD COVERED: _____

Certified Correct: _____ County Approval: _____

Title: _____ Date: _____

**City of San Antonio
Cumulative Performance Report**

Period Covered: _____

Project Activity Performance	GOAL	Total for period	TOTAL SERVED
Residents will be served with gap or full rental payments	107		
Amount expended for rental assistance	\$645,476.83		

Clients Served Per Precinct	
Precinct 1	
Precinct 2	
Precinct 3	
Precinct 4	

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, City of San Antonio, certifies, to the best of his or her knowledge 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 any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). 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.

The grantee, City of San Antonio, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____