



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145050

PAGE 1 OF 17

DATE: 4/15/2025

SUBJECT: CONSIDERATION OF A HOME INVESTMENT PARTNERSHIPS PROGRAM SUBRECIPIENT COMMITMENT AGREEMENT BETWEEN TARRANT COUNTY AND HOUSING CHANNEL TO PROVIDE HOMEOWNERSHIP ASSISTANCE TO ELIGIBLE HOUSEHOLDS

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a HOME Investment Partnerships Program (HOME) Subrecipient Commitment Agreement between Tarrant County and Housing Channel to provide homeownership assistance to eligible households.

BACKGROUND

The HOME Program is the largest federal block grant program for affordable housing. It provides funding to state and local governments, including Tarrant County, for eligible activities such as housing development, homeowner rehabilitation assistance, tenant-based rental assistance, and homeowner assistance.

With approval of this agreement, Tarrant County will commit HOME funds to Housing Channel for direct provision homeownership assistance and related project delivery expenses to assist a minimum of thirty-five (35) eligible households expanding homeownership in Tarrant County, outside the cities of Arlington, Fort Worth, and Grand Prairie.

Housing Channel will be reimbursed for eligible expenses as outlined in the agreement, not to exceed \$1,970,347.80. The agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years unless otherwise amended.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

Funding in the amount of \$1,970,347.80 is available through HOME grants #M-22-DC-48-200, M-23-DC-48-200, and M-24-DC-48-200 as outlined in the agreement. Funded agencies will fulfill any match requirements.

SUBMITTED BY	Community Development	PREPARED BY:	Marguerite Allen
		APPROVED BY:	James McClinton

STATE OF TEXAS §
§
TARRANT COUNTY §

**HOME SUBRECIPIENT COMMITMENT
AGREEMENT FOR HOMEOWNERSHIP
ASSISTANCE PROGRAM**

WHEREAS, the HOME Investment Partnerships Program (HOME) was established under Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. 12701 et seq.) and its purpose is to assist in the development of affordable housing, with a focus on increasing homeownership opportunities for low- and moderate-income individuals and families; and

WHEREAS, the HOME program seeks to expand the supply of safe, decent, and affordable housing for families at or below 80 percent (80%) of the area median income (AMI), thereby promoting housing stability, community development, and neighborhood revitalization; and

WHEREAS, Tarrant County has committed to utilizing HOME funds to provide financial assistance for homeownership, including downpayment assistance, closing cost assistance, and other forms of support to homebuyers, in alignment with the goals of the HOME program; and

WHEREAS, Tarrant County and Housing Channel (the “Parties”) recognize the importance of ensuring that the HOME funds are utilized effectively and in accordance with federal regulations and program requirements to achieve the intended outcomes; and

WHEREAS, the Parties have agreed to enter into this Agreement pursuant to 24 CFR 92.504 to formalize expectations for implementation of eligible activities funded through HOME funding.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESSETH:

I. Purpose and Amount of Funds Committed

The express purpose of this Agreement is for Tarrant County to commit up to **\$1,970,347.80** in HOME funding to Housing Channel in compliance with the terms of this Agreement and the regulations described herein.

II. Use of Funds

These funds will be used for homebuyer assistance and eligible project delivery costs to eligible Tarrant County residents as dictated in “**Exhibit A.**”

III. Scope of Work and Responsibilities

As the subrecipient, Housing Channel will be responsible for the full execution of a successful homeownership assistance program as outlined in **Exhibit A.** Housing Channel will provide homebuyer assistance, eligibility determination, program compliance, counseling and education, and ensure all HOME funds allocated under this Agreement are used for allowable costs and purposes in accordance with applicable HUD regulations.

IV. Income and Eligibility Determination

Housing Channel is responsible for using HUD-approved methods to determine income eligibility for potential homebuyers, ensuring they meet the program’s income limits and other criteria set forth by the HOME program. HOME rules specify that initial income verification must be based on a review of reliable source documentation, such as wage statements.

V. Primary Residence

Housing Channel must ensure that homebuyers assisted agree to use the property as their primary residence for the duration of the affordability period. If the homebuyer sells or rents the property during this time, the HOME funds may be subject to recapture or resale.

VI. Affordability Period

Housing Channel must ensure that the HOME-assisted housing must meet affordability requirements for not less than the applicable period beginning after project completion. Homeownership assistance amount should not exceed \$50,000.00 per household. The per unit amount of HOME funds and the affordability period that they trigger are outlined in 24 CFR Part 92 and summarized in the table below:

Homeownership Assistance Amount	Period of Affordability
Under \$25,000.00	5 years
\$25,000.00 to \$50,000.00	10 years

Housing Channel is responsible for filing a deed restriction for the duration of the affordability period with Tarrant County and preparing lien releases during the affordability period.

VII. Property Standards

The minimum property standards for homebuyers under the HOME program are designed to ensure that the home is safe, habitable, and structurally sound for low- and moderate-income buyers. These standards focus on key areas such as the structure, plumbing, electrical systems, safety, and the absence of environmental hazards, including lead-based paint. Properties must be free of defects that would affect the health or safety of the occupants, and they must meet basic requirements for sanitation, security, and comfort.

Housing Channel or their designee will inspect the property prior to providing homebuyer assistance to determine the eligibility of the property.

The homebuyer must qualify for and obtain primary loan financing. The primary loan(s) plus any other funding contributed by the homebuyer or other sources, when combined with the amount of HOME funds that may be provided, must be sufficient to complete a purchase transaction on a property meeting the eligibility requirements.

Housing Channel must ensure that if a mortgage or lien is placed on the property, the HOME lien may be subordinated to a primary mortgage lender and other down payment grantor for an eligible homebuyer to secure a primary loan.

VIII. Program Guidelines

Housing Channel shall provide copies of written program guidelines, especially for (1) underwriting standards for homeownership assistance that evaluate housing debt and overall debt of the family, the appropriateness of the amount of assistance, monthly expenses of the family, assets available to acquire the housing, and financial resources to sustain homeownership; (2) responsible lending; and (3) refinancing loans to which HOME loans are subordinated to ensure that the terms of the new loan are reasonable.

IX. Affirmative Marketing and Non-discrimination

In accordance with 24 CFR 92.351, Housing Channel shall adopt affirmative marketing procedures. Appropriate affirmative marketing procedures include but are not limited to actions to provide information and otherwise attract eligible households from all racial, ethnic, religious, and gender groups to the HOME funded initiative. These procedures must include methods for informing the public, owners, and potential households as to ensure all individuals, without regard to race, color, national origin, religion, sex, familial status, or disability are given an equal opportunity to participate. Housing Channel will be solely responsible for the effective marketing responsibilities, including minority outreach, necessary to achieve the goals set forth in **Exhibit A**.

X. Payment

Tarrant County will make HOME funds available to Housing Channel for eligible expenses reflected in **Exhibit A** and in accordance with the terms and conditions outlined below.

Tarrant County approves and pays invoices within 30 days of receipt of a complete and accurate request. Errors in the request, including insufficient documentation, may result in payment delays. Housing Channel is responsible for submitting a complete and accurate request. Payment is considered made on the date postmarked.

Each request for payment must contain the following supporting documentation:

- a. Signed and dated letter from the chief executive officer requesting reimbursement for HOME eligible expenses by category and request number (e.g., First Request, Second Request); and
- b. Report 1 – Financial Reporting, as described below; and
- c. Report 2 – Data Collection and Tracking, as described below.

XI. Report 1 - Financial Reporting

Housing Channel must submit detailed financial reports to Tarrant County as required to track expenditures and ensure HOME funds are used appropriately. This report must be submitted along with the data requirements in the following section within 30 days of the end of the month (e.g., May report must be submitted by June 30) to ensure HOME compliance. These reports serve as the basis for reimbursement requests and should include backup detail for each expense (e.g., direct deposit confirmations, proof of payment, receipts, timesheets). Housing Channel

should also include detailed and verifiable documentation of all matching contributions as outlined in Section XIII.

XII. Report 2 - Data Collection and Tracking

Housing Channel must collect and report data on the beneficiaries of HOME funds, including demographics, ethnic group, income levels, household size, whether the household is experiencing homelessness, type of eligible households and other relevant information requested by Tarrant County to evaluate the program’s impact, such as progress toward service goals.

XIII. Match

Housing Channel is responsible for meeting the 25 percent (25%) match requirement as set forth in 24 CFR Part 92. To meet this requirement, Housing Channel will:

- a. Provide detailed and verifiable documentation of all matching contributions, including but not limited to cash, in-kind services, or other eligible contributions, and shall ensure that such documentation is submitted to Tarrant County at the time of reporting.
- b. Ensure that all matching contributions meet the eligibility requirements, including but not limited to the provision of match from non-federal sources and the exclusion of federal funds unless otherwise permitted under the HOME program.
- c. Cooperate with any audits or inspections conducted by Tarrant County, HUD, or any other authorized entity regarding the matching contributions, and shall promptly provide any requested records or documentation related to such contributions.

If Housing Channel is unable to meet the matching contribution requirements, Tarrant County reserves the right to require corrective action, including but not limited to, an adjustment to the scope of the project, reduction in funding, or other remedies as deemed necessary to ensure compliance.

XIV. Compliance with Laws

In providing the services required by this Agreement, Housing Channel must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, fair housing laws, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Housing Channel shall be responsible for ensuring its compliance with any laws and regulations applicable to Agreement activities.

XV. Compliance of HOME Program Requirements

The parties agree to comply with all requirements set forth in 24 CFR Part 92, as applicable to homeownership assistance, including the amendment published at 90 FR 863 on January 6, 2025.

XVI. Applicability of Uniform Administrative Requirements and Financial Controls

The requirements of 2 CFR Part 200, as amended, apply to organizations receiving HOME funds.

Housing Channel will develop, implement, and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, eligibility of costs, and timely and appropriate audits and resolution of any findings.

Housing Channel will maintain an effective accounting system, which will:

- a. Identify and record detailed transactions in the appropriate accounting period in which transactions occurred.
- b. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with the Agreement requirements.
- c. Adequately identify the source and application of funds in each grant Agreement.
- d. Generate current and financial reports in accordance with Agreement requirements.

XVII. Conflicts of Interest

- a. Housing Channel ensures that it presently has no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.
- b. No officer, member, or employee of Tarrant County, and no public official of the governing body of the locality or localities in which the activities set forth in this Agreement are carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of these activities, shall participate in any decision relating to this Agreement which affects their personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- c. Housing Channel ensures that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Housing Channel covenants that in performance of this Agreement no person having such interest shall be employed.
- d. No member of or delegate to the U.S. Congress shall be admitted sharing any part hereof or to any benefit to arise here from.

XVIII. Project Records and Records Retention

Housing Channel shall maintain accurate records of all activities funded by HOME funds and shall make such records available for inspection by HUD, Tarrant County, or their designees upon request. Types of records include financial records, case files, program records, compliance records, all agreements, and amendments. Complete records must be kept for a minimum of five (5) years after the end of the affordability period.

XIX. Electronic Records

Electronic records are acceptable if they meet the same retention requirements and can be reliably accessed and retrieved.

XX. Integrated Disbursement and Information System (IDIS)

Tarrant County will use IDIS to administer its HOME funds. Within 10 business days of this Agreement and receipt of all appropriate documentation (e.g., copies of executed Agreement), Tarrant County will complete necessary activity set-up in IDIS. Upon receipt of appropriate documentation and after shepherding through any necessary approval processes, Tarrant County will process reimbursement request disbursements of HOME funds from its U.S. Treasury account and collect and report information on the use of HOME funds through IDIS.

XXI. Monitoring

Tarrant County will periodically monitor Housing Channel to ensure all activities funded with HOME are compliant, including all file documentation pertaining to the implementation of this Agreement. Monitoring may include audits, site visits, physical inspections, and/or interviews. Housing Channel shall fully cooperate with Tarrant County in monitoring the effectiveness of the work to be performed in compliance with the terms of this Agreement.

XXII. Corrective and Remedial Actions

Corrective or remedial actions for a performance deficiency will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence. Tarrant County and/or HUD may impose corrective or remedial actions, including potential repayment of ineligible funds, or recommend technical assistance as necessary or required.

XXIII. Resale and/or Recapture

Housing Channel is responsible for enforcing resale and recapture provisions for homebuyers who receive HOME assistance to the best of Housing Channel's ability. This includes ensuring the repayment of HOME funds if the homebuyer sells or stops living in the property during the required affordability period

If a homebuyer sells or no longer occupies the home as their primary residence before the affordability period ends, Housing Channel will manage the recapture process. The amount to be repaid is based on the time the homebuyer lived in the property and should be outlined in the agreement between Housing Channel and the homebuyer receiving homebuyer assistance.

Housing Channel will track and ensure the homebuyer's compliance with the affordability requirements. If recapture is triggered, Housing Channel will inform the homebuyer of the amount due and work out repayment terms. If the homebuyer does not repay the required amount within the timeframe, the subrecipient has the right to take legal action to recover the funds.

If the homebuyer sells the property to another individual who meets the eligibility requirements of the homebuyer assistance program, the homebuyer assistance does not have to be repaid.

Instead, the HOME program allows the property to continue to be affordable by selling it to someone who qualifies under the program's terms under the current affordability period.

It is Housing Channel's responsibility to ensure these provisions are met.

XXIV. Amendments

This Agreement constitutes the entire agreement between the parties, and all prior negotiations are merged into this Agreement. Any amendment, change, or addition to this Agreement shall be made only in writing and signed by both parties.

XXV. Availability of HOME Funds

If grant funds for Tarrant County are insufficient to cover the cost of this Agreement, Tarrant County may terminate this Contract without penalty upon providing written notice to Housing Channel as outlined in this Agreement. No funds will be committed or available for any activities under this Agreement before the completion of the environmental review and approval of the Requests for Release of Funds and Certification (RROF/C), as applicable.

XXVI. Annual Fiscal Condition Precedent

The parties acknowledge and agree that Tarrant County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for Tarrant County's fiscal years subsequent to that in which funds for this Agreement are first allocated, Tarrant County may immediately and without penalty, terminate this Agreement; provided, however that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

XXVII. Program Income

Any program income (e.g., repayments, returns on investments, or resale proceeds) generated by the program must be returned to Housing Channel within 30 days. Housing Channel must maintain program income in a separate account and track and report program income to Tarrant County as required or requested. The program income generated under this Agreement must be used in accordance with 24 CFR Part 92.

XXVIII. No Transfer

The parties to this Agreement will not sell, assign, transfer, or convey any benefits or obligations of this Agreement in whole or in part without the prior written consent of both parties. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement. It is agreed that Tarrant County has the right to inspect and approve in writing any proposed subcontracts between Housing Channel and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

XXIX. No Waiver of Immunity and Third Party

This Agreement shall not be interpreted to confer any benefit to a third party not party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party's agent, or party's employee, otherwise provided by law.

XXX. Boycott and Anti-terrorism Statutes

Housing Channel verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2272 of the Texas Government Code as follows:

- a. In compliance with Section 2271.001 et seq of the Texas Government Code, Housing Channel verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
- b. In compliance with Section 2252.151 et seq. of the Texas Government Code, Housing Channel warrants and represents that: (1) neither Housing Channel nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Housing Channel nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Housing Channel nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Housing Channel further represents and warrants that neither Housing Channel nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies List.
- c. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 13), Housing Channel verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, SB 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described in subsection (3).
- d. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 19), Housing Channel verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or

firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade organization. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, SB 19) and means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The term does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

XXXI. Form 1295

Housing Channel acknowledges and agrees that in accordance with Section 2252.908(b)-(c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form attached as “**Exhibit B.**”

XXXII. Invalidity

If any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

XXXIII. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

XXXIV. Section Headings

The headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

XXXV. Dispute Resolution

- a. In the event of any dispute, controversy, or claim relating to this Agreement, the parties first seek to resolve the dispute through good faith negotiation. Each party shall appoint a representative with authority to resolve the dispute, and the parties shall meet within ten (10) business days after written notice of the dispute to attempt to resolve it.

- b. During the dispute resolution process, both parties shall continue to perform their respective obligations under this Agreement, except to the extent that performance is directly related to the dispute.
- c. Each party shall bear its own legal fees and costs associated with the dispute resolution process.

XXXVI. Termination

This Agreement may be terminated by either Party for cause or convenience upon thirty (30) days written notice to the other Party. In the event of termination, Housing Channel shall be entitled to reimbursement for costs incurred up to the effective date of termination, subject to the availability of funds and compliance with the HOME Final Rule. Tarrant County will not be responsible for any reimbursement requests received after the termination date.

XXXVII. Governing Law and Venue

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

XXXVIII. Debarment and Suspension

Housing Channel certifies that neither it, nor any of its principals, is currently debarred, suspended, proposed for debarment, or declared ineligible from participating in federal programs or activities under any federal statutes or regulations. This certification is based on review of the System for Award System Management (SAM) database (www.sam.gov). Housing Channel agrees to maintain current registration in SAM.gov throughout the term of this Agreement and ensure that either it nor its principals become debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Housing Channel shall immediately notify Tarrant County in writing if it, or any of its principals, is debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Housing Channel shall be liable for any costs or damages incurred by Tarrant County because of such termination.

XXXIX. Indemnification

HOUSING CHANNEL, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AGREE TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS TARRANT COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF AGREEMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), WHETHER KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED

LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") INCURRED BY TARRANT COUNTY ARISING OUT OF, OR ON ACCOUNT OF, OR RESULTING FROM, ANY CLAIM AGAINST TARRANT COUNTY TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE CAUSED BY: (a) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S NEGLIGENT ACTS OR OMISSIONS; (b) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S INTENTIONAL OR WILLFUL MISCONDUCT; (c) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S BREACH OR VIOLATION OF APPLICABLE FEDERAL OR STATE LAW; (d) BREACH OF HOUSING CHANNEL'S OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT; (e) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S DEFAULT IN THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT; OR (f) ANY COMBINATION OF ABOVE.

XL. Notice

Any written notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO Tarrant County
Tarrant County Community Development
2501 Parkview Dr., Ste. 420
Fort Worth, TX 76102

TO Housing Channel:
Attn: Donna VanNess
851 Grainger St.
Fort Worth, TX 76104

XLI. Term

This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years. Extensions to this deadline must be made in writing and will be considered on a case-by-case basis. Tarrant County reserves the right to deny extensions if Housing Channel fails to meet expectations outlined in this Agreement.

XLII. Execution of Agreement

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

XLIII. Entire Agreement

This Agreement contains all the commitments and agreements between Tarrant County and Housing Channel regarding this project.

The remainder of this page is intentionally left blank.

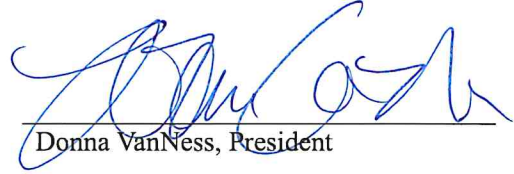
SIGNED AND EXECUTED this _____ day of _____, 2025.

TARRANT COUNTY
STATE OF TEXAS

Housing Channel

See separate signature page

Tim O'Hare, County Judge



Donna VanNess, President

APPROVED AS TO FORM

CERTIFICATION OF AVAILABLE
FUNDS

Craig Price

District Attorney's Office*

Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts to form for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Exhibit A – Program Summary

Summary

Amount of HOME Funding	\$1,970,347.80
Source of Funds	\$801,664.40 (M-22-DC-48-200) \$168,683.40 (M-23-DC-48-200) \$1,000,000.00 (M-24-DC-48-200)
Project Description	Housing Channel will carry out the management, oversight (i.e., “project delivery”) and all necessary components required for the successful execution of a homebuyer assistance program.
Uses of HOME Funds	Homebuyer assistance funding and associated eligible project delivery costs
# of Households Served (Goals)	35 households (may be exceeded)
Population(s) Served	Qualifying households under 80% Area Median Income (AMI)
Geographic Area Served	Tarrant County Consortium jurisdiction outside the areas of Arlington, Fort Worth, and Grand Prairie
Term of Agreement	This Agreement begins on the day it is executed. Funds must be expended and reimbursed for eligible and approved expenses within two (2) years.

Homebuyer Assistance Program Budget

The following costs are eligible project delivery costs. They must be attributable to the identifiable objective of the service delivered.

Homebuyer assistance (i.e., up to \$50,000.00 per household)	\$1,870,347.80
Project delivery (including, but not limited to project management, legal and financial services, property inspections, outreach, technical reviews, compliance, reporting)	\$100,000.00
TOTAL	\$1,970,347.80

Reimbursement and Reporting Schedule

Report 1 and Report 2 (as described) must be submitted within 30 days of the end of the month (e.g., May report must be submitted by June 30). No funds will be reimbursed for eligible and approved expenses two (2) years after the date of execution.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Exhibit B

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1287381

Date Filed:
03/26/2025

Date Acknowledged:
03/26/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Housing Channel
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

M-22, 23, 24-D-48-200
Homeownership Assistance Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Donna Van Ness, and my date of birth is 10/15/66.

My address is 851 Granger St. Fort Worth TX 76104 US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 27th day of March, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145050
PAGE 1 OF 17
DATE: 4/15/2025

**SUBJECT: CONSIDERATION OF A HOME INVESTMENT PARTNERSHIPS
PROGRAM SUBRECIPIENT COMMITMENT AGREEMENT BETWEEN
TARRANT COUNTY AND HOUSING CHANNEL TO PROVIDE
HOMEOWNERSHIP ASSISTANCE TO ELIGIBLE HOUSEHOLDS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a HOME Investment Partnerships Program (HOME) Subrecipient Commitment Agreement between Tarrant County and Housing Channel to provide homeownership assistance to eligible households.

BACKGROUND

The HOME Program is the largest federal block grant program for affordable housing. It provides funding to state and local governments, including Tarrant County, for eligible activities such as housing development, homeowner rehabilitation assistance, tenant-based rental assistance, and homeowner assistance.

With approval of this agreement, Tarrant County will commit HOME funds to Housing Channel for direct provision homeownership assistance and related project delivery expenses to assist a minimum of thirty-five (35) eligible households expanding homeownership in Tarrant County, outside the cities of Arlington, Fort Worth, and Grand Prairie.

Housing Channel will be reimbursed for eligible expenses as outlined in the agreement, not to exceed \$1,970,347.80. The agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years unless otherwise amended.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

Funding in the amount of \$1,970,347.80 is available through HOME grants #M-22-DC-48-200, M-23-DC-48-200, and M-24-DC-48-200 as outlined in the agreement. Funded agencies will fulfill any match requirements.

SUBMITTED BY	Community Development	PREPARED BY:	Marguerite Allen
		APPROVED BY:	James McClinton

STATE OF TEXAS §
§
TARRANT COUNTY §

**HOME SUBRECIPIENT COMMITMENT
AGREEMENT FOR HOMEOWNERSHIP
ASSISTANCE PROGRAM**

WHEREAS, the HOME Investment Partnerships Program (HOME) was established under Title II of the Cranston-Gonzales National Affordable Housing Act (42 U.S.C. 12701 et seq.) and its purpose is to assist in the development of affordable housing, with a focus on increasing homeownership opportunities for low- and moderate-income individuals and families; and

WHEREAS, the HOME program seeks to expand the supply of safe, decent, and affordable housing for families at or below 80 percent (80%) of the area median income (AMI), thereby promoting housing stability, community development, and neighborhood revitalization; and

WHEREAS, Tarrant County has committed to utilizing HOME funds to provide financial assistance for homeownership, including downpayment assistance, closing cost assistance, and other forms of support to homebuyers, in alignment with the goals of the HOME program; and

WHEREAS, Tarrant County and Housing Channel (the "Parties") recognize the importance of ensuring that the HOME funds are utilized effectively and in accordance with federal regulations and program requirements to achieve the intended outcomes; and

WHEREAS, the Parties have agreed to enter into this Agreement pursuant to 24 CFR 92.504 to formalize expectations for implementation of eligible activities funded through HOME funding.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESSETH:

I. Purpose and Amount of Funds Committed

The express purpose of this Agreement is for Tarrant County to commit up to **\$1,970,347.80** in HOME funding to Housing Channel in compliance with the terms of this Agreement and the regulations described herein.

II. Use of Funds

These funds will be used for homebuyer assistance and eligible project delivery costs to eligible Tarrant County residents as dictated in "Exhibit A."

III. Scope of Work and Responsibilities

As the subrecipient, Housing Channel will be responsible for the full execution of a successful homeownership assistance program as outlined in Exhibit A. Housing Channel will provide homebuyer assistance, eligibility determination, program compliance, counseling and education, and ensure all HOME funds allocated under this Agreement are used for allowable costs and purposes in accordance with applicable HUD regulations.

IV. Income and Eligibility Determination

Housing Channel is responsible for using HUD-approved methods to determine income eligibility for potential homebuyers, ensuring they meet the program’s income limits and other criteria set forth by the HOME program. HOME rules specify that initial income verification must be based on a review of reliable source documentation, such as wage statements.

V. Primary Residence

Housing Channel must ensure that homebuyers assisted agree to use the property as their primary residence for the duration of the affordability period. If the homebuyer sells or rents the property during this time, the HOME funds may be subject to recapture or resale.

VI. Affordability Period

Housing Channel must ensure that the HOME-assisted housing must meet affordability requirements for not less than the applicable period beginning after project completion. Homeownership assistance amount should not exceed \$50,000.00 per household. The per unit amount of HOME funds and the affordability period that they trigger are outlined in 24 CFR Part 92 and summarized in the table below:

Homeownership Assistance Amount	Period of Affordability
Under \$25,000.00	5 years
\$25,000.00 to \$50,000.00	10 years

Housing Channel is responsible for filing a deed restriction for the duration of the affordability period with Tarrant County and preparing lien releases during the affordability period.

VII. Property Standards

The minimum property standards for homebuyers under the HOME program are designed to ensure that the home is safe, habitable, and structurally sound for low- and moderate-income buyers. These standards focus on key areas such as the structure, plumbing, electrical systems, safety, and the absence of environmental hazards, including lead-based paint. Properties must be free of defects that would affect the health or safety of the occupants, and they must meet basic requirements for sanitation, security, and comfort.

Housing Channel or their designee will inspect the property prior to providing homebuyer assistance to determine the eligibility of the property.

The homebuyer must qualify for and obtain primary loan financing. The primary loan(s) plus any other funding contributed by the homebuyer or other sources, when combined with the amount of HOME funds that may be provided, must be sufficient to complete a purchase transaction on a property meeting the eligibility requirements.

Housing Channel must ensure that if a mortgage or lien is placed on the property, the HOME lien may be subordinated to a primary mortgage lender and other down payment grantor for an eligible homebuyer to secure a primary loan.

VIII. Program Guidelines

Housing Channel shall provide copies of written program guidelines, especially for (1) underwriting standards for homeownership assistance that evaluate housing debt and overall debt of the family, the appropriateness of the amount of assistance, monthly expenses of the family, assets available to acquire the housing, and financial resources to sustain homeownership; (2) responsible lending; and (3) refinancing loans to which HOME loans are subordinated to ensure that the terms of the new loan are reasonable.

IX. Affirmative Marketing and Non-discrimination

In accordance with 24 CFR 92.351, Housing Channel shall adopt affirmative marketing procedures. Appropriate affirmative marketing procedures include but are not limited to actions to provide information and otherwise attract eligible households from all racial, ethnic, religious, and gender groups to the HOME funded initiative. These procedures must include methods for informing the public, owners, and potential households as to ensure all individuals, without regard to race, color, national origin, religion, sex, familial status, or disability are given an equal opportunity to participate. Housing Channel will be solely responsible for the effective marketing responsibilities, including minority outreach, necessary to achieve the goals set forth in **Exhibit A**.

X. Payment

Tarrant County will make HOME funds available to Housing Channel for eligible expenses reflected in **Exhibit A** and in accordance with the terms and conditions outlined below.

Tarrant County approves and pays invoices within 30 days of receipt of a complete and accurate request. Errors in the request, including insufficient documentation, may result in payment delays. Housing Channel is responsible for submitting a complete and accurate request. Payment is considered made on the date postmarked.

Each request for payment must contain the following supporting documentation:

- a. Signed and dated letter from the chief executive officer requesting reimbursement for HOME eligible expenses by category and request number (e.g., First Request, Second Request); and
- b. Report 1 – Financial Reporting, as described below; and
- c. Report 2 – Data Collection and Tracking, as described below.

XI. Report 1 - Financial Reporting

Housing Channel must submit detailed financial reports to Tarrant County as required to track expenditures and ensure HOME funds are used appropriately. This report must be submitted along with the data requirements in the following section within 30 days of the end of the month (e.g., May report must be submitted by June 30) to ensure HOME compliance. These reports serve as the basis for reimbursement requests and should include backup detail for each expense (e.g., direct deposit confirmations, proof of payment, receipts, timesheets). Housing Channel

should also include detailed and verifiable documentation of all matching contributions as outlined in Section XIII.

XII. Report 2 - Data Collection and Tracking

Housing Channel must collect and report data on the beneficiaries of HOME funds, including demographics, ethnic group, income levels, household size, whether the household is experiencing homelessness, type of eligible households and other relevant information requested by Tarrant County to evaluate the program's impact, such as progress toward service goals.

XIII. Match

Housing Channel is responsible for meeting the 25 percent (25%) match requirement as set forth in 24 CFR Part 92. To meet this requirement, Housing Channel will:

- a. Provide detailed and verifiable documentation of all matching contributions, including but not limited to cash, in-kind services, or other eligible contributions, and shall ensure that such documentation is submitted to Tarrant County at the time of reporting.
- b. Ensure that all matching contributions meet the eligibility requirements, including but not limited to the provision of match from non-federal sources and the exclusion of federal funds unless otherwise permitted under the HOME program.
- c. Cooperate with any audits or inspections conducted by Tarrant County, HUD, or any other authorized entity regarding the matching contributions, and shall promptly provide any requested records or documentation related to such contributions.

If Housing Channel is unable to meet the matching contribution requirements, Tarrant County reserves the right to require corrective action, including but not limited to, an adjustment to the scope of the project, reduction in funding, or other remedies as deemed necessary to ensure compliance.

XIV. Compliance with Laws

In providing the services required by this Agreement, Housing Channel must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, fair housing laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Housing Channel shall be responsible for ensuring its compliance with any laws and regulations applicable to Agreement activities.

XV. Compliance of HOME Program Requirements

The parties agree to comply with all requirements set forth in 24 CFR Part 92, as applicable to homeownership assistance, including the amendment published at 90 FR 863 on January 6, 2025.

XVI. Applicability of Uniform Administrative Requirements and Financial Controls

The requirements of 2 CFR Part 200, as amended, apply to organizations receiving HOME funds.

Housing Channel will develop, implement, and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, eligibility of costs, and timely and appropriate audits and resolution of any findings.

Housing Channel will maintain an effective accounting system, which will:

- a. Identify and record detailed transactions in the appropriate accounting period in which transactions occurred.
- b. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with the Agreement requirements.
- c. Adequately identify the source and application of funds in each grant Agreement.
- d. Generate current and financial reports in accordance with Agreement requirements.

XVII. Conflicts of Interest

- a. Housing Channel ensures that it presently has no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.
- b. No officer, member, or employee of Tarrant County, and no public official of the governing body of the locality or localities in which the activities set forth in this Agreement are carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of these activities, shall participate in any decision relating to this Agreement which affects their personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- c. Housing Channel ensures that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Housing Channel covenants that in performance of this Agreement no person having such interest shall be employed.
- d. No member of or delegate to the U.S. Congress shall be admitted sharing any part hereof or to any benefit to arise here from.

XVIII. Project Records and Records Retention

Housing Channel shall maintain accurate records of all activities funded by HOME funds and shall make such records available for inspection by HUD, Tarrant County, or their designees upon request. Types of records include financial records, case files, program records, compliance records, all agreements, and amendments. Complete records must be kept for a minimum of five (5) years after the end of the affordability period.

XIX. Electronic Records

Electronic records are acceptable if they meet the same retention requirements and can be reliably accessed and retrieved.

XX. Integrated Disbursement and Information System (IDIS)

Tarrant County will use IDIS to administer its HOME funds. Within 10 business days of this Agreement and receipt of all appropriate documentation (e.g., copies of executed Agreement), Tarrant County will complete necessary activity set-up in IDIS. Upon receipt of appropriate documentation and after shepherding through any necessary approval processes, Tarrant County will process reimbursement request disbursements of HOME funds from its U.S. Treasury account and collect and report information on the use of HOME funds through IDIS.

XXI. Monitoring

Tarrant County will periodically monitor Housing Channel to ensure all activities funded with HOME are compliant, including all file documentation pertaining to the implementation of this Agreement. Monitoring may include audits, site visits, physical inspections, and/or interviews. Housing Channel shall fully cooperate with Tarrant County in monitoring the effectiveness of the work to be performed in compliance with the terms of this Agreement.

XXII. Corrective and Remedial Actions

Corrective or remedial actions for a performance deficiency will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence. Tarrant County and/or HUD may impose corrective or remedial actions, including potential repayment of ineligible funds, or recommend technical assistance as necessary or required.

XXIII. Resale and/or Recapture

Housing Channel is responsible for enforcing resale and recapture provisions for homebuyers who receive HOME assistance to the best of Housing Channel's ability. This includes ensuring the repayment of HOME funds if the homebuyer sells or stops living in the property during the required affordability period

If a homebuyer sells or no longer occupies the home as their primary residence before the affordability period ends, Housing Channel will manage the recapture process. The amount to be repaid is based on the time the homebuyer lived in the property and should be outlined in the agreement between Housing Channel and the homebuyer receiving homebuyer assistance.

Housing Channel will track and ensure the homebuyer's compliance with the affordability requirements. If recapture is triggered, Housing Channel will inform the homebuyer of the amount due and work out repayment terms. If the homebuyer does not repay the required amount within the timeframe, the subrecipient has the right to take legal action to recover the funds.

If the homebuyer sells the property to another individual who meets the eligibility requirements of the homebuyer assistance program, the homebuyer assistance does not have to be repaid.

Instead, the HOME program allows the property to continue to be affordable by selling it to someone who qualifies under the program's terms under the current affordability period.

It is Housing Channel's responsibility to ensure these provisions are met.

XXIV. Amendments

This Agreement constitutes the entire agreement between the parties, and all prior negotiations are merged into this Agreement. Any amendment, change, or addition to this Agreement shall be made only in writing and signed by both parties.

XXV. Availability of HOME Funds

If grant funds for Tarrant County are insufficient to cover the cost of this Agreement, Tarrant County may terminate this Contract without penalty upon providing written notice to Housing Channel as outlined in this Agreement. No funds will be committed or available for any activities under this Agreement before the completion of the environmental review and approval of the Requests for Release of Funds and Certification (RROF/C), as applicable.

XXVI. Annual Fiscal Condition Precedent

The parties acknowledge and agree that Tarrant County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for Tarrant County's fiscal years subsequent to that in which funds for this Agreement are first allocated, Tarrant County may immediately and without penalty, terminate this Agreement; provided, however that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

XXVII. Program Income

Any program income (e.g., repayments, returns on investments, or resale proceeds) generated by the program must be returned to Housing Channel within 30 days. Housing Channel must maintain program income in a separate account and track and report program income to Tarrant County as required or requested. The program income generated under this Agreement must be used in accordance with 24 CFR Part 92.

XXVIII. No Transfer

The parties to this Agreement will not sell, assign, transfer, or convey any benefits or obligations of this Agreement in whole or in part without the prior written consent of both parties. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement. It is agreed that Tarrant County has the right to inspect and approve in writing any proposed subcontracts between Housing Channel and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

XXIX. No Waiver of Immunity and Third Party

This Agreement shall not be interpreted to confer any benefit to a third party not party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party's agent, or party's employee, otherwise provided by law.

XXX. Boycott and Anti-terrorism Statutes

Housing Channel verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2272 of the Texas Government Code as follows:

- a. In compliance with Section 2271.001 et seq of the Texas Government Code, Housing Channel verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
- b. In compliance with Section 2252.151 et seq. of the Texas Government Code, Housing Channel warrants and represents that: (1) neither Housing Channel nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither Housing Channel nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither Housing Channel nor any of its affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. Housing Channel further represents and warrants that neither Housing Channel nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies List.
- c. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 13), Housing Channel verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, SB 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described in subsection (3).
- d. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 19), Housing Channel verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or

firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade organization. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, SB 19) and means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The term does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

XXXI. Form 1295

Housing Channel acknowledges and agrees that in accordance with Section 2252.908(b)-(c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission's Form attached as "Exhibit B."

XXXII. Invalidity

If any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

XXXIII. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

XXXIV. Section Headings

The headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

XXXV. Dispute Resolution

- a. In the event of any dispute, controversy, or claim relating to this Agreement, the parties first seek to resolve the dispute through good faith negotiation. Each party shall appoint a representative with authority to resolve the dispute, and the parties shall meet within ten (10) business days after written notice of the dispute to attempt to resolve it.

- b. During the dispute resolution process, both parties shall continue to perform their respective obligations under this Agreement, except to the extent that performance is directly related to the dispute.
- c. Each party shall bear its own legal fees and costs associated with the dispute resolution process.

XXXVI. Termination

This Agreement may be terminated by either Party for cause or convenience upon thirty (30) days written notice to the other Party. In the event of termination, Housing Channel shall be entitled to reimbursement for costs incurred up to the effective date of termination, subject to the availability of funds and compliance with the HOME Final Rule. Tarrant County will not be responsible for any reimbursement requests received after the termination date.

XXXVII. Governing Law and Venue

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

XXXVIII. Debarment and Suspension

Housing Channel certifies that neither it, nor any of its principals, is currently debarred, suspended, proposed for debarment, or declared ineligible from participating in federal programs or activities under any federal statutes or regulations. This certification is based on review of the System for Award System Management (SAM) database (www.sam.gov). Housing Channel agrees to maintain current registration in SAM.gov throughout the term of this Agreement and ensure that either it nor its principals become debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Housing Channel shall immediately notify Tarrant County in writing if it, or any of its principals, is debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. Housing Channel shall be liable for any costs or damages incurred by Tarrant County because of such termination.

XXXIX. Indemnification

HOUSING CHANNEL, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AGREE TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS TARRANT COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF AGREEMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), WHETHER KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED

LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") INCURRED BY TARRANT COUNTY ARISING OUT OF, OR ON ACCOUNT OF, OR RESULTING FROM, ANY CLAIM AGAINST TARRANT COUNTY TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE CAUSED BY: (a) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S NEGLIGENT ACTS OR OMISSIONS; (b) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S INTENTIONAL OR WILLFUL MISCONDUCT; (c) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S BREACH OR VIOLATION OF APPLICABLE FEDERAL OR STATE LAW; (d) BREACH OF HOUSING CHANNEL'S OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT; (e) HOUSING CHANNEL OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S DEFAULT IN THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT; OR (f) ANY COMBINATION OF ABOVE.

XL. Notice

Any written notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO Tarrant County
Tarrant County Community Development
2501 Parkview Dr., Ste. 420
Fort Worth, TX 76102

TO Housing Channel:
Attn: Donna VanNess
851 Grainger St.
Fort Worth, TX 76104

XLI. Term

This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years. Extensions to this deadline must be made in writing and will be considered on a case-by-case basis. Tarrant County reserves the right to deny extensions if Housing Channel fails to meet expectations outlined in this Agreement.

XLII. Execution of Agreement

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.

XLIII. Entire Agreement

This Agreement contains all the commitments and agreements between Tarrant County and Housing Channel regarding this project.

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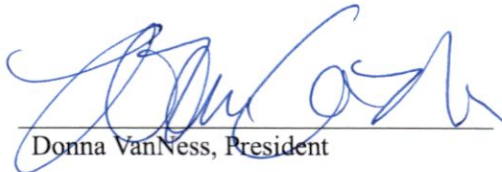
SIGNED AND EXECUTED this 15th day of April, 2025.

TARRANT COUNTY
STATE OF TEXAS

Housing Channel

See separate signature page

Tim O'Hare, County Judge



Donna VanNess, President

APPROVED AS TO FORM

CERTIFICATION OF AVAILABLE
FUNDS


H0041-2027 \$801,664.40

H0041-2028 \$168,683.40

Total \$970,347.80

Craig Price

District Attorney's Office*



Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts to form for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Exhibit A – Program Summary

Summary

Amount of HOME Funding	\$1,970,347.80
Source of Funds	\$801,664.40 (M-22-DC-48-200) \$168,683.40 (M-23-DC-48-200) \$1,000,000.00 (M-24-DC-48-200)
Project Description	Housing Channel will carry out the management, oversight (i.e., “project delivery”) and all necessary components required for the successful execution of a homebuyer assistance program.
Uses of HOME Funds	Homebuyer assistance funding and associated eligible project delivery costs
# of Households Served (Goals)	35 households (may be exceeded)
Population(s) Served	Qualifying households under 80% Area Median Income (AMI)
Geographic Area Served	Tarrant County Consortium jurisdiction outside the areas of Arlington, Fort Worth, and Grand Prairie
Term of Agreement	This Agreement begins on the day it is executed. Funds must be expended and reimbursed for eligible and approved expenses within two (2) years.

Homebuyer Assistance Program Budget

The following costs are eligible project delivery costs. They must be attributable to the identifiable objective of the service delivered.

Homebuyer assistance (i.e., up to \$50,000.00 per household)	\$1,870,347.80
Project delivery (including, but not limited to project management, legal and financial services, property inspections, outreach, technical reviews, compliance, reporting)	\$100,000.00
TOTAL	\$1,970,347.80

Reimbursement and Reporting Schedule

Report 1 and Report 2 (as described) must be submitted within 30 days of the end of the month (e.g., May report must be submitted by June 30). No funds will be reimbursed for eligible and approved expenses two (2) years after the date of execution.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Exhibit B

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Housing Channel
Fort Worth, TX United States

Certificate Number:
2025-1287381

Date Filed:
03/26/2025

Date Acknowledged:
03/26/2025

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

M-22, 23, 24-D-48-200
Homeownership Assistance Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

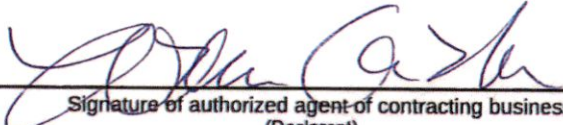
6 UNSWORN DECLARATION

My name is Donna Van Ness, and my date of birth is 10/15/66.

My address is 851 Granger St. (street), Fort Worth (city), TX (state), 76104 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 27th day of March, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Consideration of a HOME Investment Partnerships Program Subrecipient Commitment Agreement between Tarrant County and Housing Channel to Provide Homeownership Assistance to Eligible Households

SIGNED AND EXECUTED this 15 day of April, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
4/16/2025