

**REVISED SUBRECIPIENT GRANT AGREEMENT
BETWEEN
CITY OF MCKINNEY
AND
CATHOLIC CHARITIES OF DALLAS, INC.**

The **City of McKinney, Texas** (“City”) and **Catholic Charities of Dallas**, a Texas non-profit corporation (“Agency”), hereby enter into this Agreement (“Agreement”) for Third Party Administrator Services related to the the City of McKinney Emergency Rental Assistance Program (“Program”). The City of McKinney and Agency are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, the City of McKinney is launching an emergency rental assistance program to provide assistance to eligible households living within the city limits of McKinney, Texas, which have suffered economic hardship due to the COVID-19 pandemic and are unable to pay rent and/or utilities due to the COVID-19 pandemic; and

WHEREAS, based on Agency’s prior performance as a subrecipient for the Collin CARES Emergency Housing and Living Assistance (EHLA) Program and Agency’s prior agreement to manage additional rounds of Grant funding if requested by The City of McKinney, the City of McKinney has selected Agency to provide the services sought by the City of McKinney under the terms and conditions of this Agreement; and

WHEREAS, Catholic Charities of Dallas, is a 501(c)(3) tax-exempt charitable organization.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Agency shall provide the services and deliverables that are set forth and described in the Agreement Documents (as defined in Section 7 of this Agreement), upon the terms and conditions set forth in the Agreement Documents, and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, “Services”). Notwithstanding anything to the contrary, Agency agrees to manage additional rounds of Grant funding if requested by The City of McKinney.

2. Term.

Performance of the Services shall commence on the Effective Date (hereinafter defined) of this Agreement and shall continue in effect until terminated by any party pursuant to Section 14 of this Agreement or until Services are no longer necessary, as determined by The City of McKinney in its sole discretion.

3. Compensation.

In exchange for the Agency providing the Services described in the Agreement Documents, including those Services provided by Catholic Charities of Dallas, and subject to this Section 3, The City of McKinney agrees to pay Agency an administrative fee of up to **\$558,914** (the “Agency’s Fee”). Agency may incur and invoice for administrative expenses related to outreach to eligible households, including the lease of computer hardware and software. The Agency’s Fee shall cover the Agency’s time, travel expenses, supplies, postage, telephone and other expenses in connection with the Services and this Agreement.

Agency acknowledges and agrees that this Agreement shall commence on the Effective Date and continue in full force and effect until termination in accordance with its provisions. Agency and The City of McKinney acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of the City of McKinney, which fiscal year ends on September 30th of each year, shall be subject to The City of McKinney City Council approval. The Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, but the City of McKinney shall be obligated to pay all allowable administrative charges incurred by Agency through the end of that fiscal year provided that Agency is not in breach of this Agreement.

The City of McKinney shall pay Agency in accordance with Texas Government Code 2251, unless supporting receipts or other supporting documentation have been requested by the City of McKinney, in which case the City of McKinney shall pay the invoice as soon after receiving the supporting receipts or documentation as is reasonable; or unless a dispute arises as to any charge(s) contained in the invoice, in which case the City of McKinney shall pay the undisputed amount of the invoice in accordance with Texas Government Code 2251, and shall pay the remaining amount, if any, of the invoice after resolution of the dispute as soon after resolution as is reasonable. Notwithstanding anything to the contrary herein, the City of McKinney shall not be required to pay any invoice submitted by the Agency, if the Agency is in breach of this Agreement.

Agency shall cooperate with the City of McKinney in the City of McKinney’s efforts to seek funding or reimbursement for all or a portion of the Agency’s Fee from external funding sources, including but not limited to local, state or federal governments.

4. Transfer of Funds to Capitalize the Program. The City of McKinney desires to rapidly provide emergency rental assistance to eligible households living in the City of McKinney, which have suffered economic hardship due to the COVID-19 pandemic and are unable to pay rent and/or utilities due to the COVID-19 pandemic by providing Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding to eligible households living in the City of McKinney, in an amount of up to \$25,000 per household, as generally described in Exhibit D attached hereto. Agency acknowledges and agrees that final decisions on the award and expenditure of Program funding will be made by the City of McKinney in its sole discretion. The City of McKinney will provide a recoverable grant(s) (“Grant”) of Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding to Agency, in an amount of **\$7,882,781**. Agency shall hold such Grant in

trust for the benefit of the City of McKinney and act as the funding facilitator for the Program on the City of McKinney's behalf and at the City of McKinney's direction subject to the terms of this Agreement. Catholic Charities of Dallas shall not commingle the Grant funds with any other funds, and the funds must be kept in an interest-bearing account. The City of McKinney is responsible for providing the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding used to provide emergency rental assistance made pursuant to the Program.

5. Purpose Use and Repayment of Grant Funds. The sole purpose of the Grant is to provide emergency rental assistance to eligible households as described in the Agreement Documents. Grant funds may only be used to provide assistance to eligible households, as directed by the City of McKinney, in accordance with the Agreement Documents and the published guidance of the United States Department of Treasury as of the date hereof, which are attached as Exhibit E, and for no other purpose. Grant funds may not be used for operational or any other expenses or uses of Agency. Agency will not be required to repay Grant funds used to provide emergency rental assistance for eligible households as directed by the City of McKinney, including Grant funds used to provide emergency rental assistance for an eligible household that is later deemed to be in default or non-qualifying under the Program, unless the United States Treasury Department finds that the payment for an eligible household was an ineligible use of Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding and its use was solely due to Agency's improper evaluation of the eligible household's application documents. Any Grant funds, including interest on such funds, not expended for the purposes of the Grant and/or held by Agency on the expiration or termination of this Agreement shall be returned by Agency to the City of McKinney within ten (30) days of the expiration or termination of this Agreement.

6. Reporting and Accountability.
 - (a) Reporting. Agency agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Agreement. Remedies for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Agreement with no obligation to pay for undocumented services, or both.

 - (b) Access to Records. Agency agrees that the City of McKinney, or any of its duly authorized representatives, has the right of timely and unrestricted access to any books, documents, papers, reports and other records of Agency that are pertinent to the fulfillment of the requirements of this Agreement, including the right to copy such documents. This right also includes timely and reasonable access to Agency's personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. All such items shall be furnished to the City of McKinney in the City of McKinney, Texas.

- (c) Ownership. Agency agrees that all information, data, and supporting documentation that relates to the Services provided hereunder shall remain the property of the City of McKinney.
- (d) Maintenance of Records. Agency's records, books and other documents reasonably related to this Agreement shall be kept and maintained in standard accounting form. Such records, books and documents shall be made available to the City of McKinney subject to inspection by authorized personnel upon request.
- (e) Audit. The City of McKinney, its assigns or any other governmental entity approved by the City of McKinney shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished to the City of McKinney at a mutually convenient time within a reasonable time. Should the City of McKinney determine it reasonably necessary, Agency shall make all its records, books and documents reasonably related to this Agreement available to authorized County personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Agreement.
- (f) Retention of Records. All records, books, and documents reasonably related to this Agreement shall be maintained and kept by Agency for a minimum of five (5) years or until they are no longer legally required under the Coronavirus Response and Relief Supplemental Appropriations Act of 2021, state or local law, whichever is longer. If any litigation, claim or audit involving these documents or records begins before the specified period expires, Agency must keep the records and documents until all litigation, claims or audit findings are resolved, whichever is later. Agency is strictly prohibited from destroying or discarding any records, books or other documents reasonably related to this Agreement, unless the time period for maintaining such under this subsection (f) has lapsed.

7. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- (a) This Agreement;
- (b) Scope of Services, attached hereto as Exhibit A;
- (c) The City of McKinney's Insurance Requirements, attached hereto as Exhibit B;
- (d) Contract Provisions for Non-Federal Entity Contracts under Federal Awards, attached hereto as Exhibit C.
- (e) Emergency Rental Assistance Program attached hereto as Exhibit D.

- (f) Collin County Emergency Rental Assistance Program (ERAP) Guidelines Amended 11/1/2021 attached hereto as Exhibit E.

This Agreement shall incorporate the terms of the Agreement Documents in their entirety, as modified above. To the extent that Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit C, Exhibit A, Exhibit E, Exhibit D and Exhibit B shall control in that order. SHOULD DISPUTES ARISE AS TO RESPONSIBILITIES AND OBLIGATIONS SET FORTH IN THE AGREEMENT DOCUMENTS, THE CITY OF MCKINNEY'S INTERPRETATION AND/OR DECISION SHALL BE FINAL AND BINDING.

8. Entire Agreement.

This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

9. Required Insurance.

Agency shall not start work under this Agreement until the Agency has obtained, at Agency's expense, all the insurance specified in, and required by, this Agreement. Agency shall procure and keep in full force and effect the types and amounts of insurance specified in The City of McKinney's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Agency's work throughout the term of this Agreement at no expense to the City of McKinney. Agency also shall comply with all other requirements set forth in Exhibit B.

10. Vendor Disclosure.

Agency acknowledges and agrees that it is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Agency shall execute and deliver to the City of McKinney the Conflict of Interest Questionnaire, Form CIQ no later than the Effective Date of this Agreement.

11. Indemnity.

AGENCY HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF MCKINNEY AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "THE CITY OF MCKINNEY") FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES

(INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY A AGENCY, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBAGENCYS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM THE AGENCY IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "AGENCY" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF AGENCY IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY OF MCKINNEY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF MCKINNEY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN AGENCY AND ITS EMPLOYEES OR SUBAGENCYS AS A RESULT OF THAT SUBAGENCY'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH AGENCY, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, THE CITY OF MCKINNEY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY AGENCY IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY OF MCKINNEY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY OF MCKINNEY IN WRITING. THE CITY OF MCKINNEY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY OF MCKINNEY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY OF MCKINNEY IS NOT TO BE CONSTRUED AS A WAIVER OF AGENCY'S OBLIGATION TO DEFEND THE CITY OF MCKINNEY OR AS A WAIVER OF AGENCY'S OBLIGATION TO INDEMNIFY THE CITY OF MCKINNEY PURSUANT TO THIS AGREEMENT. AGENCY SHALL RETAIN THE CITY OF MCKINNEY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY OF MCKINNEY'S WRITTEN NOTICE THAT THE CITY OF MCKINNEY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF AGENCY FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY OF MCKINNEY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND AGENCY SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY OF MCKINNEY. THE AGENCYS'

OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF ANY APPLICABLE INSURANCE. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. Liability.

To the fullest extent permitted by law, Agency shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subagencies, licensees, invitees and all other parties providing goods or performing services for or on behalf of Agency under this Agreement, and for any and all damage to Agency's equipment and other property. The City of McKinney assumes no such responsibility or liability. The City of McKinney shall have no such responsibility or liability to either Agency or its respective officers, agents, representatives, employees, subagencies, licensees, invitees or other persons.

13. Compliance with Laws; Standard of Care.

Agency shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to the Agency and its work. Agency shall ensure that its officers, agents, representatives, employees, subagencies, licensees, invitees and other parties performing services for or on behalf of Agency under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Agency observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Agency shall immediately notify The City of McKinney in writing. Agency shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas. Agency also shall comply with all other requirements set forth in Exhibit C.

14. Termination.

Each party is entitled to terminate this Agreement for any reason or for no reason by providing the other parties written notice of termination at least ten (10) days prior to the anticipated date of termination.

The parties are entitled to terminate this Agreement immediately on breach of any term or provision of this Agreement by another party. If at any time during the term of this Agreement, Agency shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, then The City of McKinney shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Agency does not cure any such default after five (5) days written notice thereof. Any such act by the City of McKinney shall not be deemed a waiver of any other right or remedy of the City of McKinney.

If after exercising any remedy provided herein, the cost to the City of McKinney of the performance of the balance of the work on the Program is in excess of that part of the Agency's Fee which has not yet been paid to Agency hereunder, Agency, jointly and severally, shall be liable for and shall reimburse the City of McKinney for such excess, without waiver of any other right or remedy of the City of McKinney.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

15. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

16. Assignment.

Agency agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of The City of McKinney. Agency further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve either Agency of its full obligations to the City of McKinney as provided by this Agreement. Agency agrees that all such approved work performed by assignment or subletting shall be billed through Agency, and there shall be no third party billing.

17. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, the City of McKinney has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

18. Savings/Severability.

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

19. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Expenses for Enforcement.

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

21. Governing Law; Venue.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in the City of McKinney, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

22. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

23. No Waiver.

Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

24. Headings.

The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

25. Indemnity.

The parties agree that the indemnity provision set forth herein is conspicuous and the parties have read and understood the same.

26. Notice.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to The City of McKinney, to:	Janay Tieken PO Box 517 McKinney, TX. 75070
---------------------------------	---

With copy to:

Purchasing Department
PO Box 517
McKinney, TX 75070
jtieken@mckinneytexas.org

If to Agency, to:

Catholic Charities of Dallas
Attn: Dave Woodyard, CEO
1421 N. Mockingbird Ln.
Dallas, TX. 75247
dwoodyard@ccdallas.org

27. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

28. Independent Agency.

Agency covenants and agrees that Agency is an independent agency and not an officer, agent, servant or employee of the City of McKinney; that Agency shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between the City of McKinney and Agency, their respective officers, agents, employees, agencies, subagencies and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City of McKinney and Agency.

29. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the City of McKinney and the authorized representative of Agency.

30. Reference to Agency.

When referring to "Agency" herein, this Agreement shall refer to and be binding upon Agency, and its officers, directors, partners, employees, representatives, agencies, subagency, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom the Agency is legally responsible.

31. Reference to the City of McKinney.

When referring to "The City of McKinney" herein, this Agreement shall refer to and be binding upon the City of McKinney, its officers, agents, representatives, employees and/or any other authorized third parties for whom the City of McKinney is legally responsible.

32. Miscellaneous Drafting Provisions.

This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

33. Multiple Counterparts.

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

34. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

THE CITY OF MCKINNEY, TEXAS

By: _____
Paul Grimes, City Manager

Date: _____

CATHOLIC CHARITIES OF DALLAS
a Texas non-profit corporation

By: _____
Dave Woodyard, CEO and President

Date: _____

Exhibit A

Scope of Services

Emergency Rental Assistance Program

- 1) Agency will utilize selected software program that allows applications, status reports and direct communication between applicants and relevant parties. Agency asserts their personnel are experienced and qualified to setup and run this portal software and process all applications in accordance with the City of McKinney established criteria guidelines for the Emergency Rental Assistance Program (“Program”).
- 2) Agency will have a dedicated toll- free call-in phone number and dedicated email addresses for applicants’ use for questions about the Program and for appeals of denied applications. Agency asserts their personnel are experienced and qualified to handle applicant questions pertaining to the Program and selected software.
- 3) To the extent feasible, Agency will engage to provide in-person application intake services and/or to process applications.
- 4) Agency will administer the Program application intake process, including pre-screening of applicants based on criteria provided by the City of McKinney.
- 5) Agency will perform all due-diligence related to Program applications, including reviewing and evaluating supporting documents required for submission. This inherently may require the Agency to request additional documents to complete their review.
- 6) Agency will oversee the evaluation of applications and assess the qualification and merits of each using an established, objective set of criteria.
- 7) Agency will provide emergency rental assistance funding for eligible households based on the City of McKinney application criteria guidelines.
- 8) Agency will notify in writing all applicants who are denied emergency rental assistance.
- 9) Agency will oversee all file management of Program applications in their entirety.
- 10) The City of McKinney will fund Agency for the Program in an amount not to exceed \$8,376,695
- 11) The City of McKinney will adjudicate appeals of Program denials and will communicate its decision to Agency in writing.

Technical Assistance and Reporting

- 12) Agency will offer guidance and/or critique of the Program criteria.
- 13) Agency will administer the Program application based on program criteria guidelines provided by the City of McKinney.
- 14) Agency will offer ongoing communications and updates of the program to the City of McKinney.
- 15) Agency will offer suggestions and guidance regarding funding recommendations based on the level of need and the City of McKinney’s criteria guidelines.
- 16) Agency will fund all the City of McKinney approved applications at the approved amount.

Post-Funding Services

- 17) Agency will develop, administer and manage all compliance reporting processes specified by the City of McKinney both during and upon completion of all Program assistance. Agency acknowledges that the funding for the Program is from Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds which are subject to numerous terms, conditions, limitations, and requirements. Agency has reviewed such terms, conditions, limitations and requirements and will develop, administer and manage the Program in compliance with such terms, conditions, limitation, and requirements.
- 18) Agency will maintain all documents, and records associated with this Program, and its development, administration and management for the retention periods applicable to the County and the Coronavirus Response and Relief Supplemental Appropriations Act of 2021.

Timeline

Weeks 1 - 5

- Tuesday, February 16, 2021
 - City of McKinney approves funding and contract
- Agency develops funding agreements, document checklists and policies and procedures
- The City of McKinney approves funding agreements, document checklists and policies and procedures
- Agency collects master list of individuals (and \$) who have received CARES funding within the City of McKinney through other programs, including the prior Collin CARES EHLA program
- Agency trains customer service and application processing staff regarding Program guidelines and custom application portal
- Agency gains access as a third-party payor to participating utility providers' payment portals
- The City of McKinney markets the program via its website and through flyers made available to tenants facing eviction in the Collin County Justice of the Peace Courts; website includes templates of applicant and landlord funding agreement
- The City of McKinney and Agency respond to questions from applicants and potential applicants
- The City of McKinney wires funding to Agency

Week 6 (March 1, 2021)

- March 1, 2021 at 8am
 - Application period opens in custom application portal
 - Agency begins reviewing and qualifying applications based on Program's prioritization guidelines
- The City of McKinney continues to market the program
- The City of McKinney and Agency continue to respond to questions from applicants and potential applicants

On-Going

- Agency continues reviewing and qualifying applications
- Agency provides emergency rental assistance for eligible households
- Agency submits Program funding requests to The City of McKinney (as needed)

Program Close Out (TBD – Est. September 30, 2022)

- Finish reviewing applications
- Final emergency rental assistance provided to eligible households

General

- Perform any post-funding compliance (i.e., documentation that direct award of funding for eligible household was used for eligible rent/utility expense)
- Administer all the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 compliance reporting

Exhibit B
The City of McKinney Insurance Requirements

- A. Before commencing work or executing a program funded in full or in part with the COLLIN CARES Program), the (Agency/Subrecipient) shall at its own expense procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to each City for which the agency has assigned zip codes of performance.
- B. The Agency shall furnish certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions.

Certificate shall reference the awarded agency identifier number and MUST be addressed as follows:

Collin ERAP2 Assistance Program
Risk Management
c/o Janay Tieken, Housing & Community Development
222 North Tennessee Street, P.O. Box 517
McKinney, TX 75070

Before the grant agreement is fully executed by the agency, awarded agencies must submit the ACORD to the following grant contact by email for compliance: Janay Tieken, jtieken@mckinneytexas.org

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per-occurrence, \$500,000 Products/Completed Operations Aggregate and \$500,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
 2. Business Automobile Liability Insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.
- B. The required insurance shall be endorsed as follows:
1. The City of McKinney, its officials, employees, officers, volunteers, boards and commissions shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 2. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance companies providing the required insurance shall have a financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

Exhibit C
Agreement Provisions for Non-Federal Entity Agreements under Federal Awards
(In accordance with 2 C.F.R. Part 200, Appendix II)

1. Termination for Convenience

The City of McKinney may terminate performance of work under this contract in whole or, from time to time, in part if The City of McKinney purchasing officer determines that a termination is in the City of McKinney's best interest. The City of McKinney may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of the City of McKinney, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the Agency is to take to minimize the impact on personnel. Upon any notification of termination for convenience, the Agency is to (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the City of McKinney of any special circumstances precluding stoppage of work, (4) perform the continued portion of the contract if the termination is partial, (5) take any action necessary to protect property in the Agency's possession in which the City of McKinney has an interest, (6) notify the City of McKinney of any legal proceedings growing out of any subcontract, (7) settle any subagency claims arising out of the termination, and (8) dispose of termination inventory as directed by The City of McKinney

2. Partially Completed Work

No later than the first calendar day after the termination of this Agreement, or at the City of McKinney's request, Agency shall deliver to the City of McKinney all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Agency shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of The City of McKinney.

3. Default

If Agency is found to be in default under any provision of this contract, the City of McKinney may cancel the contract with written notice to Agency and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Agency will be responsible for paying damages to the City of McKinney including, but not limited to, re-procurement costs, and any consequential damages to the City of McKinney resulting from agency's non-performance. The defaulting Agency will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

4. Right to Audit

The federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Agency which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

5. Small Business, Minority-Owned Firms and Women’s Business Enterprises Efforts

Consistent with federally funded projects, the City of McKinney shall make efforts to ensure that small and minority-owned businesses, women’s business enterprises, are used to the fullest extent practicable. This is basically accomplished through the use of the Texas Certified Historically Underutilized Business (HUB) list. Additional efforts shall include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e. to Encourage contracting with consortiums of small businesses, minority-owned businesses, women’s business enterprises when a contract is too large for one of these firms to handle individually;
- f. Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

6. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5). In accordance with the statute, Agency must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Agency must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3). The act provides that each agency or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7. Agreement Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Agency must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide

that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Rights to Inventions Made Under a Contract or Agreement.

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

9. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

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

11. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1086 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal

Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Exhibit D
THE CITY OF MCKINNEY EMERGENCY RENTAL ASSISTANCE PROGRAM
(ERAP) GUIDELINES

Program Purpose

Utilizing Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds, the City of McKinney is launching the Emergency Rental Assistance Program (“ERAP”). This program will provide residential rent and utility assistance for residents of the City of McKinney.

Eligibility

An “eligible household” is defined as a renter household in which at least one or more individuals meets the following criteria:

- i. Qualifies for unemployment due to COVID-19, has experienced a reduction in household income due to COVID-19, or has incurred significant costs due to COVID-19 or experienced a financial hardship due to COVID-19;
AND
- ii. Demonstrates a risk of experiencing homelessness or housing instability;
AND
- iii. Has a household income at or below 80 percent of the area median.

Household Size	80% Area Median Income
1	\$54,550
2	\$62,350
3	\$70,150
4	\$77,900
5	\$84,150
6	\$90,400
7	\$96,600
8	\$102,850

Applicants will be asked to provide documentation to support their eligibility for assistance. Applicants who fail to provide requested information are not eligible for assistance.

Household income will be determined as either the household’s total income for calendar year 2021 or the household’s monthly income at the time of application. For household incomes determined using the latter method, income eligibility will be re-determined every 3 months.

Priority Applicants

Eligible households will be prioritized in the following order based on the characteristics stated below:

- 1. Households in active eviction status
- 2. Households with income at or below 50 percent of the area median
- 3. Households with an individual who has been unemployed for the 90 days prior to the application for assistance

Eligible Expenses

- Rent
- Rental arrears, including contracted late fees
- Utilities (e.g., electricity, gas, water, sewer, trash removal)
- Reasonable landlord attorney fees and court costs for active eviction cases (subject to future guidance from the United States Department of Treasury)

Ineligible Expenses

- Telecommunication services (telephone, cable)
- Any other expenses not expressly listed as eligible expenses

Level of Assistance

- Eligible households may receive up to 12 months of assistance (measured from March 13, 2020), plus an additional 3 months if the applicant is able to demonstrate that the extra months are needed to ensure housing stability and funds are available.
- Assistance will be provided to reduce an eligible household's rental arrears before the applicant will be evaluated for its eligibility for assistance for future rent payments.
- Rental and utility assistance will be provided up to the maximum number of month's allowed or \$25,000, whichever is less.
- Assistance for future (i.e. non-delinquent) rent and utility expenses may be provided for up to three months at a time. Households must reapply for additional assistance at the end of the three-month period if needed so long as the overall time limit for assistance and maximum total assistance amount is not exceeded.

Payment Method

- Funds will be paid directly to landlords and utility service providers who agree to participate in ERAP.
- If a landlord does not agree to participate in ERAP, funds may be paid directly to the eligible household to be used exclusively for eligible expenses.
- Before funds are paid directly to an eligible household, a written request for participation will be sent by certified mail to the landlord or utility provider to request the landlord or utility provider's participation. Only where the landlord or utility provider does not respond to the request within 21 calendar days after mailing or provides a written response indicating that it declines to participate in the ERAP may funds be paid directly to the eligible household to be used exclusively for eligible expenses

No Duplication of Benefits

- Assistance provided to an eligible household may not duplicate any other any other assistance, including federal, state, and local assistance, provided for the same costs.
- An eligible household that occupies a federally-subsidized residential or mixed-use property may receive assistance, provided that funds are not applied to costs that have been or will be reimbursed under any other federal assistance.
- If an eligible household receives a monthly federal subsidy (e.g., a Housing Choice Voucher, Public Housing, or Project-Based Rental Assistance) and the tenant rent is adjusted according to changes in income, the household may not receive assistance.

Program Timeline

The online, pre-screening questionnaire will be open for submissions starting at 8am on March 1, 2021. Those qualified for the program will be notified to continue their application process.

The application window will close at midnight on September 30, 2022.