

**THIRD PARTY ADMINISTRATOR SERVICES AGREEMENT
BETWEEN
COLLIN COUNTY
AND
COMMUNITY DEVELOPMENT PROPERTIES NORTH TEXAS, INC.**

Collin County, Texas ("Collin County") and **Community Development Properties North Texas, Inc.**, a Delaware non-profit corporation ("Contractor" or "CDP-North Texas"), hereby enter into this Agreement ("Agreement") for Third Party Administrator Services related to the Collin County Emergency Rental Assistance Program ("Program"). Collin County and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Collin County is launching an emergency rental assistance program to provide assistance to eligible households living in Collin County, excluding those located in the City of Dallas, City of Allen, City of Frisco, City of McKinney and City of Plano, 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 Contractor's prior performance as the third party administrator for the Collin CARES Small Business Grant Program and Contractor's prior agreement to manage additional rounds of Grant funding if requested by Collin County, Collin County has selected Contractor to provide the services sought by Collin County under the terms and conditions of this Agreement; and

WHEREAS, CDP-North Texas 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.

Contractor 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, Contractor agrees to manage additional rounds of Grant funding if requested by Collin County.

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 Collin County in its sole discretion.

3. Compensation.

In exchange for the Contractor providing the Services described in the Agreement Documents, including those Services provided by CDP-North Texas, and subject to this Section 3, Collin County agrees to pay Contractor an administrative fee of up to ten percent (10%) of the amount of funding awarded to Collin County (the "Contractor's Fee"). Contractor's Fee may be invoiced in an amount equal to ten percent (10%) of the amount of funding distributed for eligible households in Collin County under the Program and administered by Contractor under this Agreement. Subject to availability of funding and prior approval by Collin County, Contractor may additionally incur and invoice for administrative expenses related to outreach to eligible households, including the purchase of computer hardware and software. The Contractor's Fee shall cover all of the Contractor's time, travel expenses, supplies, postage, telephone and other expenses in connection with the Services and this Agreement.

Contractor 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. Contractor and Collin County acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of Collin County, which fiscal year ends on September 30th of each year, shall be subject to Collin County Commissioner's Court approval. In the event that the Collin County Commissioner's Court does not approve the appropriation of funds for this Agreement, 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 Collin County shall be obligated to pay all charges incurred by Contractor through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

Collin County shall pay Contractor in accordance with Texas Government Code 2251, unless supporting receipts or other supporting documentation have been requested by Collin County, in which case Collin County 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 Collin County 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, Collin County shall not be required to pay any invoice submitted by the Contractor, if the Contractor is in breach of this Agreement.

Contractor shall cooperate with Collin County in Collin County's efforts to seek funding or reimbursement for all or a portion of the Contractor's Fee from external funding sources, including but not limited to local, state or federal governments.

4. Transfer of Funds to Capitalize the Program. Collin County desires to rapidly provide emergency rental assistance to eligible households living in Collin County, excluding those located in the City of Dallas, City of Allen, City of Frisco, City of McKinney and City of Plano, 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 Collin County (excluding City of Dallas, City of Allen, City of Frisco, City of McKinney and City of Plano) in an amount of up to \$20,000 per household, as generally described in Exhibit D attached hereto. Contractor acknowledges and agrees that final decisions on the award and expenditure of Program funding will be made by Collin County in its sole discretion. Collin County will provide a recoverable grant(s) ("Grant") of Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding to Contractor, in an amount determined by Collin County in its sole discretion. Contractor shall hold such Grant in trust for the benefit of Collin County and act as the funding facilitator for the Program on Collin County's behalf and at Collin County's direction subject to the terms of this Agreement. CPD-North Texas shall not commingle the Grant funds with any other funds, and the funds must be kept in an interest-bearing account. Collin County is solely 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 capitalize the Program Collin County will use to facilitate the provision of 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 Collin County, 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 Contractor. Contractor will not be required to repay Grant funds used to provide emergency rental assistance for eligible households as directed by Collin County, 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 Contractor'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 Contractor on the expiration or termination of this Agreement shall be returned by Contractor to Collin County within ten (10) days of the expiration or termination of this Agreement.
6. Reporting and Accountability.
 - (a) Reporting. Contractor 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. Contractor agrees that Collin County, 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 Contractor 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 Contractor's personnel for the purpose of reviewing, interviewing, evaluating and monitoring related to such documents. All such items shall be furnished to Collin County in Collin County, Texas.

- (c) Ownership. Contractor agrees that all information, data, and supporting documentation that relates to the Services provided hereunder shall remain the property of Collin County.
- (d) Maintenance of Records. Contractor'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 Collin County subject to inspection by authorized personnel upon request.
- (e) Audit. Collin County, its assigns or any other governmental entity approved by Collin County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished to Collin County at a mutually convenient time within a reasonable time. Should Collin County determine it reasonably necessary, Contractor 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 Contractor 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, Contractor must keep the records and documents until all litigation, claims or audit findings are resolved, whichever is later. Contractor 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) Collin County'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) Published Guidance of the United States Department of Treasury 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, COLLIN COUNTY'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.

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

10. Vendor Disclosure.

Contractor 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, Contractor shall execute and deliver to Collin County the Conflict of Interest Questionnaire, Form CIQ no later than the Effective Date of this Agreement.

11. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS COLLIN COUNTY AND ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COLLIN COUNTY" 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 CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM THE CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF COLLIN COUNTY (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 COLLIN COUNTY 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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, 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, COLLIN COUNTY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY COLLIN COUNTY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COLLIN COUNTY IN WRITING. COLLIN COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COLLIN COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COLLIN COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COLLIN COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COLLIN COUNTY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN COLLIN COUNTY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS

DAYS OF COLLIN COUNTY'S WRITTEN NOTICE THAT COLLIN COUNTY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, COLLIN COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY COLLIN COUNTY. THE CONTRACTORS' 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, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties providing goods or performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. Collin County assumes no such responsibility or liability. Collin County shall have no such responsibility or liability to either Contractor or its respective officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

13. Compliance with Laws; Standard of Care.

Contractor 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 Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Collin County in writing. Contractor 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. Contractor 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, Contractor 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 Collin County 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 Contractor does not cure any such default after five (5) days written notice thereof. Any such act by Collin County shall not be deemed a waiver of any other right or remedy of Collin County.

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

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.

Contractor agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of Collin County. Contractor 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 Contractor of its full obligations to Collin County as provided by this Agreement. Contractor agrees that all such approved work performed by assignment or subletting shall be billed through Contractor, 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, Collin County 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 Collin County, 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 Collin County, to: Bill Bilyeu, County Administrator
2300 Bloomdale, Ste 4192
McKinney, TX 75071

With copy to: Purchasing Department
2300 Bloomdale, Ste 3160
McKinney, TX 75071

If to Contractor, to: Community Development Properties of North Texas, Inc.
Attn: Daniel Marsh III
1111 Superior Avenue East, Suite 1114,
Cleveland, OH 44114
216-303-7177 – telephone
dmarsh@ndconline.org – email

With a copy to: National Development Council
Attn: Maureen Milligan
11700 Preston Rd., Ste. 660-642
Dallas, Texas 75230
469.463.9620 – telephone
mmilligan@ndconline.org – email

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 Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Collin County; that Contractor 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 Collin County and Contractor, their respective officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between Collin County and Contractor.

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 Collin County and the authorized representative of Contractor.

30. Reference to Contractor.

When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors,

subcontractor, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom the Contractor is legally responsible.

31. Reference to Collin County.

When referring to "Collin County" herein, this Agreement shall refer to and be binding upon Collin County, its officers, agents, representatives, employees and/or any other authorized third parties for whom Collin County 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.]

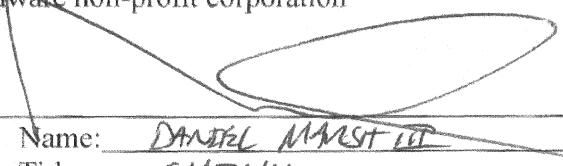
IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective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

COLLIN COUNTY, TEXAS

By: 
Chris Hill, County Judge

Date: 2 FEB 2021

**COMMUNITY DEVELOPMENT
PROPERTIES NORTH TEXAS, INC.**
a Delaware non-profit corporation

By: 
Name: DANIEL MARSTON
Title: CHAIRMAN

Date: 1/26/2021

Exhibit A

Scope of Services

Emergency Rental Assistance Program

- 1) Contractor will deploy a website portal that allows for status reports and direct communication between applicants and relevant parties. Contractor asserts their personnel are experienced and qualified to setup and run this portal software and process all applications in accordance with Collin County established criteria guidelines for the Emergency Rental Assistance Program ("Program").
- 2) Contractor 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. Contractor asserts their personnel are experienced and qualified to handle applicant questions pertaining to the Program and the web portal selected for use by the Contractor.
- 3) To the extent feasible, Contractor will engage local non-profit organizations to serve as subcontractors for the Program; specifically, to provide in-person application intake services and/or to process applications.
- 4) Contractor will administer the Program application intake process, including pre-screening of applicants based on criteria provided by Collin County.
- 5) Contractor will perform all due-diligence related to Program applications, including reviewing and evaluating supporting documents required for submission. This inherently may require the Contractor to request additional documents to complete their review.
- 6) Contractor will oversee the evaluation of applications and assess the qualification and merits of each using an established, objective set of criteria.
- 7) Contractor will provide emergency rental assistance funding for eligible households based on Collin County application criteria guidelines.
- 8) Contractor will notify in writing all applicants who are denied emergency rental assistance.
- 9) Contractor will oversee all file management of Program applications in their entirety.
- 10) Collin County will wire Contractor funding for the Program in an amount of TBD.
- 11) Collin County will adjudicate appeals of Program denials and will communicate its decision to Contractor in writing.

Technical Assistance and Reporting

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

Post-Funding Services

- 17) Contractor will develop, administer and manage all compliance reporting processes specified by the County both during and upon completion of all Program assistance. Contractor 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. Contractor 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) Contractor 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

- Monday, January 25, 2021
 - Commissioners Court finalizes program and reviews draft contract
- Contractor develops funding agreements, document checklists and policies and procedures
- Collin County approves funding agreements, document checklists and policies and procedures
- Contractor develops custom application portal with custom content and program processes in TBD software platform
- Contractor collects master list of individuals (and \$) who have received CARES funding within Collin County through other programs, including the prior Collin CARES EHLA program
- Contractor trains customer service and application processing staff regarding Program guidelines and custom application portal
- Contractor gains access as a third-party payor to participating utility providers' payment portals
- Collin County markets the program via its website and through flyers made available to tenants facing eviction in Collin County Justice of the Peace Courts; website includes templates of applicant and landlord funding agreement
- Collin County and Contractor respond to questions from applicants and potential applicants
- Collin County wires funding to Contractor

Week 6 (March 1, 2021)

- March 1, 2021 at 12pm
 - Application period opens in custom application portal
 - Contractor begins reviewing and qualifying applications based on Program's prioritization guidelines
- Collin County continues to market the program
- Collin County and Contractor continue to respond to questions from applicants and potential applicants

On-Going

- Contractor continues reviewing and qualifying applications
- Contractor provides emergency rental assistance for eligible households
- Contractor submits Program funding requests to Collin County (as needed)

Program Close Out (TBD – Est. Oct. 30, 2021)

- 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
Collin County Insurance Requirements

Before commencing work, the Contractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

Commercial General Liability insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$2,000,000
- General Aggregate: \$2,000,000

Workers Compensation insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

Commercial Automobile Liability insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

With reference to the foregoing insurance requirement, the Contractor shall endorse applicable insurance policies as follows:

A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability and Workers' Compensation.

The Contractor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.

All copies of Certificates of Insurance shall reference the project/contract number.

All insurance shall be purchased from an insurance company that meets the following requirements:

A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

Sets forth the notice of cancellation or termination to Collin County.

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

Collin County may terminate performance of work under this contract in whole or, from time to time, in part if Collin County purchasing officer determines that a termination is in Collin County's best interest. Collin County may terminate any resulting contract for convenience by providing (1) a statement that the contract is being terminated for the convenience of Collin County, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the Contractor is to take to minimize the impact on personnel. Upon any notification of termination for convenience, the Contractor 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 Collin County 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 Contractor's possession in which Collin County has an interest, (6) notify Collin County of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by Collin County

2. Partially Completed Work

No later than the first calendar day after the termination of this Agreement, or at Collin County's request, Contractor shall deliver to Collin County 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. Contractor 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 Collin County.

3. Default

If Contractor is found to be in default under any provision of this contract, Collin County may cancel the contract with written notice to Contractor and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to Collin County including, but not limited to, procurement costs, and any consequential damages to Collin County resulting from contractor's non-performance. The defaulting Contractor 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 Contractor 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, Collin County 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, Contractor 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, Contractor 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 contractor 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 Contractor 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)

Contractor 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
COLLIN COUNTY EMERGENCY RENTAL ASSISTANCE PROGRAM GUIDELINES

Program Purpose

Utilizing Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funds, Collin County is launching the Emergency Rental Assistance Program (“ERAP”). This program will provide residential rent and utility assistance for residents of Collin County, excluding the City of Allen, City of Dallas, City of Frisco, City of Plano and City of McKinney. These cities listed will be operating their own programs.

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	\$48,300
2	\$55,200
3	\$62,100
4	\$68,950
5	\$74,500
6	\$80,000
7	\$85,500
8	\$91,050

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 2020 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 or internet)
- 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 \$20,000, 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 12pm on March 1, 2021. Those qualified for the program will be notified by a third part administrator to continue their application process.

The application window will close at 12pm on October 31, 2021.

Exhibit E
Published Guidance of the United States Department of Treasury

U.S. Department of the Treasury
Emergency Rental Assistance
Frequently Asked Questions
January 19, 2021

The Department of the Treasury (Treasury) is providing these Frequently Asked Questions (FAQ) as guidance regarding the requirements of the Emergency Rental Assistance (ERA) program established by section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act"). These FAQ will be supplemented by additional guidance and FAQ on a rolling basis.

1. The statute provides that ERA funds may be used for "utilities and home energy costs." How are those terms defined?

Utilities and home energy costs are separately-stated charges related to the occupancy of rental property. Accordingly, utilities include separately-stated electricity, gas, water and sewer, trash removal and energy costs, such as fuel oil. Telecommunication services (telephone, cable, Internet) delivered to the rental dwelling are not considered to be utilities. Utilities that are covered by the landlord within rent will be treated as rent.

2. Must a beneficiary of the rental assistance program have rental arrears?

No. The statute does not prohibit the enrollment of households for only prospective benefits. Section 501(c)(2)(B)(iii) of Division N of the Act does provide that assistance to reduce rental arrears, if any, must be provided before prospective rental benefits may be provided. The statute also provides a limitation on prospective benefits of three months at one time.

3. Must a grantee pay for all of a household's rental or utility arrears?

No. The full payment of arrears is allowed up to the 12-month limit established by the statute if the arrears can be shown to be due to COVID-19. (Grantees may provide assistance for an additional three months if necessary to ensure housing stability for a household.) However, a grantee may structure a program to provide less than full coverage of arrears. When structuring their program, grantees should consider how to best minimize any incentives for the non-payment of rent or utilities by potential beneficiaries of the program.

4. What outreach must be made by a grantee to a landlord or utility provider before determining that the landlord or utility provider will not accept direct payment from the grantee?

Grantees must make reasonable efforts to obtain the cooperation of landlords and utility providers to accept payments from the ERA program. Outreach will be considered complete if a request for participation is sent in writing, by certified mail, to the landlord or utility provider, and the addressee does not respond to the request within 21 calendar days after mailing; or, if the grantee has made at least three attempts by phone or email over a 21 calendar-day period to request the landlord or utility provider's participation. All efforts must be documented. The cost of the mailing would be an eligible administrative cost.

5. The statute limits eligibility to households with income that does not exceed 80 percent of area median income as defined by the Department of Housing and Urban Development (HUD) but does not provide a definition of household income. How is household income defined for purposes of the ERA program? How will income be documented and verified?

The statute provides that grantees may determine income eligibility by reference to either (i) household total income for calendar year 2020 or (ii) sufficient confirmation of the household's monthly income at the time of application, as determined by the Secretary of the Treasury (Secretary).

With respect to each household applying for assistance, grantees may choose between using the definition of "annual income" as provided by HUD in 24 CFR 5.609 and using adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.

For determining annual income, grantees should obtain at the time of application source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement), or a copy of Form 1040 as filed with the IRS for the household.

For determining monthly income, grantees must obtain income source documentation, as listed above, for at least the two months prior to the submission of the application for assistance. If an applicant qualifies based on monthly income, the grantee must redetermine the household income eligibility every three months for the duration of assistance.

6. In addition to providing an attestation in writing, must applicants document that they have experienced a reduction in income, incurred significant costs, or experienced other financial hardship due to the COVID-19 outbreak?

Yes, to the extent administratively feasible, grantees must require applicants to document that they have (i) qualified for unemployment benefits or (ii) experienced a reduction in income, incurred significant costs, or experienced other financial hardship due directly or indirectly to COVID-19 that threaten the household's ability to pay the costs of the rental property when due.

Grantees must also require applicants to demonstrate a risk of experiencing homelessness or housing instability, which may include past due rent and utility notices and eviction notices, if any, as part of the application process.

7. Is there a requirement that the eligible household have been in its current rental home when the public health emergency with respect to COVID-19 was declared?

No. However, payments under ERA are to be provided to households to meet housing costs that they are unable to meet as a result of the COVID-19 outbreak. There is no statutory requirement for the length of tenure in the current unit.

8. What data should a grantee collect regarding households to which it provides rental assistance in order to comply with Treasury reporting and recordkeeping requirements?

Treasury will provide instructions at a later time as to what information grantees must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its quarterly reporting requirements under section 501(g) of Division N of the Act and its ongoing monitoring and oversight responsibilities, grantees should anticipate the need to collect from households and retain records on the following:

- Address of the rental unit,
- Name, address, social security number, tax identification number or DUNS number, as applicable, for landlord and utility provider,
- Amount and percentage of monthly rent covered by ERA assistance,
- Amount and percentage of separately-stated utility and home energy costs covered by ERA assistance,
- Total amount of each type of assistance (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears) provided to each household,
- Amount of outstanding rental arrears for each household,
- Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided,
- Household income and number of individuals in the household, and
- Gender, race, and ethnicity for the primary applicant for assistance.

Grantees should also collect information as to the number of applications received in order to be able to report to Treasury the acceptance rate of applicants for assistance.

Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date. Grantees will need to comply with the requirement in section 501(g)(4) of Division N of the Act to establish data privacy and security requirements for information they collect.

9. The statute requires that ERA payments not be duplicative of any other federally-funded rental assistance provided to an eligible household. Are tenants of federally subsidized housing, e.g., Low Income Housing Credit, Public Housing, or Indian Housing Block Grant-assisted properties, eligible for ERA?

An eligible household that occupies a federally-subsidized residential or mixed-use property may receive ERA assistance, provided that ERA 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 renter household may not receive ERA assistance.

If a household receives rental assistance other than the ERA, the ERA assistance may only be used to pay for costs, such as the tenant-paid portion of rent and utility costs, that are not paid for by the other rental assistance. Pursuant to section 501(k)(3)(B) of Subdivision N of the Act and 2 CFR 200.403, when providing ERA assistance, the grantee must review the household's income and sources of assistance to confirm that the ERA assistance does not duplicate any other assistance, including federal, state, and local assistance provided for the same costs.

10. May a grantee provide assistance to households for which the grantee is the landlord?

Yes, a grantee may provide assistance to households for which the grantee is the landlord provided that the grantee complies with the all provisions of the statute and this guidance and that no preferences beyond those outlined in the statute are given to households that reside in the grantee's own properties.

11. May a grantee provide assistance for arrears that have accrued before the date of enactment of the statute?

Yes, but not before March 13, 2020, the date of the emergency declaration pursuant to section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5191(b).

12. May a grantee provide assistance to a renter household with respect to utility or energy costs without also covering rent?

Yes. A grantee does not need to provide assistance with respect to rent in order to provide assistance with respect to utility or energy costs. The limitations in section 501(c)(2)(B) of Division N of the Act limiting assistance for prospective rent payments do not apply to the provision of utilities or home energy costs.

13. May a grantee provide ERA assistance to homeowners to cover their mortgage payment, utilities, or energy costs?

No. The statute requires that ERA assistance be provided only to eligible households, which is defined to include only households that are obligated to pay rent on a residential dwelling.

14. The statute provides that ERA funds may be used for "other expenses" as related to housing incurred due, directly or indirectly, to COVID-19, as defined by the Secretary. What are some examples of these "other expenses"?

The Secretary has not made such a determination at this time.