

EMERGENCY RENTAL ASSISTANCE FUNDING
FY2021 FY2022 Budget
1/27/2021 - 09/30/2022
Grant Award: \$17,440,494.80

ENTERED

MAY 13 2022

COLLIN COUNTY
AUDITORS OFFICE

FYI GRANT BUDGET

Ver#2 JRNL PAJ #683
12/6/2021
Period 5

EXPENDITURES:

From:

EMER RENTAL ASSIST - COUNTY ALLOC	GTERA- B 2131-040010058	626550 \$ <u>(3,000,000.00)</u>
-----------------------------------	-------------------------	---------------------------------

To:

EMER RENTAL ASST - CITY ALLOC	GTERA- A 2131-040010058	626550 \$ <u>3,000,000.00</u>
-------------------------------	-------------------------	-------------------------------

\$ -

f 5/13/2022

Collin County, TX - Production



Project Budget Adjustment Entry
 CLERK: E007213

PA JOURNAL		EFF DATE	GL YEAR/PER/JNL						
SOURCE	PROJECT	STRING		REF1	REF2	REF3	REF4	T	AMOUNT
683		12/06/2021							
PAJ	GTERA-A	-2131-040010058-626550		52135	06/06/2022	ERABA#2	JCAPONERA	5	3,000,000.00
PAJ	GTERA-B	-2131-040010058-626550		52135	06/06/2022	ERABA#2	JCAPONERA	5	-3,000,000.00
Project Expense String Totals									
GTERA-A Total:									3,000,000.00
GTERA-B Total:									-3,000,000.00
									0.00

** END OF REPORT - Generated by Joann Gilbride **

AI-51321

3.g.3.

Commissioners Court

Meeting Date: 12/06/2021

Amendment No. 2 to Interlocal Agreement - City of McKinney - ERAP

Submitted By: Hilari Monk

Department: Administrative Services

Request Type: CONSENT

Agenda Area:

Amendment

Information

Department Action

Amendment No. 2 to Interlocal Agreement with the City of McKinney for COVID-19 Emergency Rental Assistance Program to increase funds by \$3 million through a reallocation of funds out of the Collin County COVID-19 Emergency Rental Assistance Program.

Purchasing Department Action

Request Commissioners Court consideration and any action regarding approval of Amendment No. 2 to Interlocal Agreement 2021-394, COVID-19 Emergency Rental Assistance Program, with the City of McKinney to increase total funding from \$5,486,423 to \$8,486,423 to the Municipality for the Emergency Rental Assistance Program. Further, authorize the Purchasing Agent to finalize and execute same. ha

HR and/or IT Action

Budget Department Action

Request for approval of Amendment No. 2 to 2021-394, COVID-19 Emergency Rental Assistance Program with the City of McKinney to increase their funding by \$3,000,000. New contract total is \$8,486,423. Funds will need to be returned from Community Development Properties and a Budget Adjustment completed before funds can be sent to the City of McKinney. Grant Fund (2131).

Auditor's Office Action

Commissioners Court

No. 2 to Interlocal Agreement for COVID-19 Emergency Rental Assistance Program with the City of McKinney (Contract No. 2021-394) to increase total funding from \$5,486,423 to \$8,486,423, and further authorize the Purchasing Agent to finalize and execute same; budget adjustment upon receipt of funds, Administrative Services.

Budget Information

Information about available funds

Budgeted: Funds Available: Adjustment: Amount Available: \$8,486,423

Unbudgeted: Funds NOT Available: Amendment:

Account Code(s) for Available Funds

1: GTERA-A 2131-040010058-626550

Fund Transfers

Remarks:

FY 2022 Budget Adjustment Totaling \$3,000,000 needed.

Attachments

Court Order 2021-1194-12-06

Memo ERA Funds Re-Allocation

Amendment No. 2 (McKinney)

Original ILA (McKinney)

Court Order No. 2021-092-01-25

State of Texas	§	Court Order
Collin County	§	2021-1194-12-06
Commissioners Court	§	

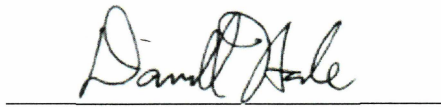
An order of the Collin County Commissioners Court approving an amendment to a contract.

The Collin County Commissioners Court hereby approves Amendment No. 2 to *Interlocal Agreement for COVID-19 Emergency Rental Assistance Program* with the City of McKinney to increase total funding from \$5,486,423 to \$8,486,423, and further authorizes the Purchasing Agent to finalize and execute same; budget adjustment upon receipt of funds.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, December 6, 2021.



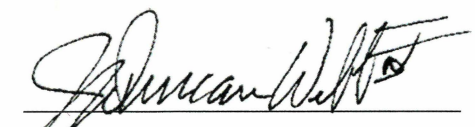
Chris Hill, County Judge



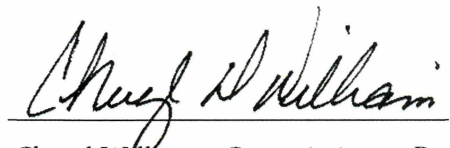
Darrell Hale, Commissioner, Pct 3



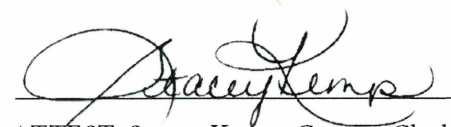
Susan Fletcher, Commissioner, Pct 1



Duncan Webb, Commissioner, Pct 4



Cheryl Williams, Commissioner, Pct 2



ATTEST: Stacey Kemp, County Clerk



COLLIN COUNTY

Administrative Services
Jack Hatchell Admin Building
2300 Bloomdale Rd., Suite 4192
McKinney, Texas 75071
972-548-4631
FAX 972-548-4699
www.collincountytx.gov

To: Commissioners Court

From: Kerry Shulman, Business Process Engineer

Date: November 12, 2021

Subject: Emergency Rental Assistance Program Funds Re-Allocation

In an effort to balance the COVID-19 Emergency Rental Assistance funds into the program where there is the most need, I am requesting the Commissioners Court approve the the transfer of \$3 million from the Collin County Emergency Rental Assistance Program to the City of McKinney Emergency Rental Assistance Program.

Thank you for your consideration.



DOCUMENT ROUTING FORM

INITIATOR: Lupe Armijo

DEPT: HCD

DATE: 12/8/2021

NAME OF DOCUMENT: ILA Amendment 2 ERAP - Contract Modification Document

TYPE OF DOCUMENT: (check one)

- Contract/Agreement
 Contract Amendment
 Change Order
 Lien/Lien Release

Start Date:

- Grant
 Administrative Order
 Easement

End Date:

- Facility Agreement
 Lease (specify Lessee or Lessor) _____
 Other _____

Date and Amount Approved by City Council (if applicable)	12/7/2021
Agenda # (if applicable)	
Project Name and Project Number (required for all AI, CO, DR, FA, FC, FI, GR, LI, PK, ST, TR, WA, WW projects)	ILA - ERAP
Account No. (if applicable)	
Contract/Grant Value (if applicable)	\$8,486,423

ROUTING

Check box for required signatures		INITIALS	DATE
X	Executive Director or Director (Required for all documents)		12/8/2021
	Procurement Services Approver (Required if goods or services are purchased)		
	IT Director (Required for all IT related items)		
	Grant Administrator (Required for ALL grant related documents)		
	CIP Approver (Required for all CIP Expenses)		
	Finance Approver (Required for all revenue and expenses)		
	City Attorney <input type="checkbox"/> Review <input type="checkbox"/> Sign		
	Mayor		
X	City Manager / Assistant City Manager (Required for all contracts)		12/8/2021
	Notary		
	City Secretary		



COLLIN COUNTY PURCHASING
2300 BLOOMDALE RD
STE 3160
MCKINNEY, TX 75071

SIGNATURE REQUEST FORM

DESCRIPTION OF ITEM NEEDING SIGNATURE

Amendment No. 2 to Interlocal Agreement 2021-394, COVID-19 Emergency Rental Assistance Program, with the City of McKinney to increase total funding from \$5,486,423 to \$8,486,423 to the Municipality for the Emergency Rental Assistance Program.

HOW WERE ITEMS/SERVICES OBTAINED? (COOP, BID, ETC.) WAS THERE ANY COURT ACTION? IF SO, PLEASE PROVIDE COURT ORDER NO. IF NO COURT ACTION, HOW MANY RESPONSES WERE RECEIVED?

Approved by Court Order No. 2021-1194-12-06

BREAKDOWN OF TOTAL COSTS (MAY INCLUDE MAINTENANCE, AND TRAVEL COSTS)

Amendment increases total funding from \$5,486,423 to \$8,486,423

SUPERVISOR NOTES

No additional notes

BUYER	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 10px; padding: 2px; margin-right: 5px;">DocuSigned by:</div> </div> <div style="font-size: 8px; margin-top: 2px;">BBA79795CED5456...</div>	Date	12/8/2021
SUPERVISOR	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 10px; padding: 2px; margin-right: 5px;">DocuSigned by:</div> </div> <div style="font-size: 8px; margin-top: 2px;">415DFE2C108349E...</div>	Date	12/9/21



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: City of McKinney
222 N. Tennessee St.
McKinney, TX 75069

Contract No. 2021-394
Contract: Interlocal Agreement: COVID-19
Emergency Rental Assistance
Program

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Per the Interlocal Cooperation Agreement executed on March 8, 2021, § No. 18 Amendment, and as provided in the American Rescue Plan Act, the following sections shall be amended as follows;

Change § 4: From: Total Funding. The County will make a total of \$5,486,423 in ERAP funding available to the Municipality for this Emergency Rental Assistance Program.

To: Total Funding. The County will make a total of \$8,486,423 in ERAP funding available to the Municipality for this Emergency Rental Assistance Program.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. Two (2) has been accepted and authorized by authority of Collin County Commissioners Court by Court Order No. 2021-1194-12-06 effective on 12/9/2021.

ACCEPTED BY:

DocuSigned by:
Paul G. Grimes
SIGNATURE
Paul G. Grimes
(Print Name)
TITLE: City Manager
DATE: 12/8/2021

DocuSigned by:
Michelle Charnoski
SIGNATURE
Michelle Charnoski, NIGP-CPP, CPPB
(Print Name)
TITLE: PURCHASING AGENT
DATE: 12/9/2021

HISTORICAL INFORMATION

Awarded by Court Order No. 2021-092-01-25

Amendment No.	<u>1</u>	Court Order No.	<u>2021-1089-11-01</u>	Summary	<u>Amended per ARPA grant.</u>
Amendment No.	<u>2</u>	Court Order No.	<u>2021-1194-12-06</u>	Summary	<u>increased total funding \$4</u>
Amendment No.		Court Order No.		Summary	

Certificate Of Completion

Envelope Id: CF4BD33F74F34C0FB45BE6F3C79D2BC7	Status: Completed
Subject: Please DocuSign: 2021-394 Purchasing Agent Signature Required.docx, City of McKinney ILA Amendm...	
Source Envelope:	
Document Pages: 2	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hunter Alley
Time Zone: (UTC-06:00) Central Time (US & Canada)	2300 Bloomdale Rd
	Mckinney, TX 75071
	halley@co.collin.tx.us
	IP Address: 65.68.53.249

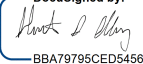
Record Tracking

Status: Original	Holder: Hunter Alley	Location: DocuSign
12/8/2021 2:20:02 PM	halley@co.collin.tx.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Collin County – Purchasing	Location: DocuSign

Signer Events

Hunter Alley
 halley@co.collin.tx.us
 Senior Buyer
 Collin County – Purchasing
 Security Level: Email, Account Authentication (None)

Signature

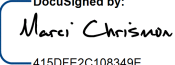
DocuSigned by:

 BBA79795CED5456...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 65.68.53.249

Timestamp

Sent: 12/8/2021 2:22:01 PM
 Viewed: 12/8/2021 2:22:16 PM
 Signed: 12/8/2021 2:22:28 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marci Chrismon
 mchrismon@co.collin.tx.us
 Assistant Purchasing Agent
 Collin County – Purchasing
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 415DFE2C108349E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.68.53.249

Sent: 12/8/2021 2:22:30 PM
 Viewed: 12/9/2021 11:16:25 AM
 Signed: 12/9/2021 11:17:05 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michelle Charnoski
 mcharnoski@co.collin.tx.us
 Purchasing Agent
 Collin County Purchasing Agent
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8195959E82F645E...
 Signature Adoption: Pre-selected Style
 Using IP Address: 65.68.53.202

Sent: 12/9/2021 11:17:07 AM
 Viewed: 12/9/2021 11:17:55 AM
 Signed: 12/9/2021 11:18:27 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	12/8/2021 2:22:01 PM
Certified Delivered	Security Checked	12/9/2021 11:17:55 AM
Signing Complete	Security Checked	12/9/2021 11:18:27 AM
Completed	Security Checked	12/9/2021 11:18:27 AM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

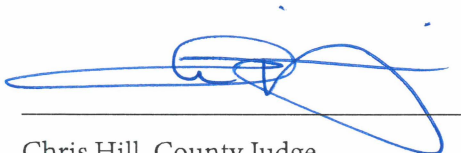
State of Texas §
Collin County §
Commissioners Court §

Court Order
2021-092-01-25

An order of the Collin County Commissioners Court approving an interlocal agreement.

The Collin County Commissioners Court hereby approves an interlocal agreements with the City of Allen and the City of McKinney, for the COVID-19 Emergency Rental Assistance Program, with funding distributed pro rata by their population, as detailed in the attached documentation.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, January 25, 2021.


Chris Hill, County Judge

Not Present

Susan Fletcher, Commissioner, Pct 1


Cheryl Williams, Commissioner, Pct 2




Darrell Hale, Commissioner, Pct 3


Duncan Webb, Commissioner, Pct 4


ATTEST: Stacey Kemp, County Clerk

INTERLOCAL COOPERATION AGREEMENT FOR ADMINISTRATION OF PROGRAM
[COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM]

Pursuant to Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (hereinafter "Agreement") is entered into by and between Collin County, Texas ("County") and the City of McKinney, Texas ("Municipality") for the Municipality to perform certain administrative services with relation to the County's COVID-19 Emergency Rental Assistance Program.

1. Program Description. The County has received federal funding under the Omnibus Appropriations and Coronavirus Relief Package to operate the Emergency Rental Assistance Program (hereinafter "ERAP") to provide emergency housing and living assistance where households have suffered economic hardship directly as a result of the COVID-19 public health emergency. This program is to provide funding assistance to residents of Collin County in default or near default on the residential lease for their housing unit due to the effects of the COVID-19 public health emergency and to provide for assistance with utilities.
2. Administration. The Municipality agrees to administer the ERAP for residents located within its municipality's boundaries ("Program Area"). The Municipality may subcontract with other responsible parties ("subcontractor") to assist it with implementing the ERAP provided that the subcontractor agrees to comply with the terms and conditions of this Agreement and the Program. The Municipality shall remain solely responsible to the County for complying with and performing under this Agreement and use of the Municipal Funds.
3. Eligible Expenditures. This Emergency Rental Assistance Program covers expenditures made by the Municipality from the Municipal Funds between January 27, 2021 and 11:59 PM December 31, 2021. Committing to an expenditure does not qualify, payment of the expenditure actually has to have been made by 11:59 PM on December 31, 2021.
4. Total Funding. The County will make a total of \$ 5,486,423 in ERAP funding available to the Municipality for this Emergency Rental Assistance Program.
5. Individual Funding. The ERAP funding will be distributed to the Municipality up front using a population-based formula creating a fund ("Municipal Funds") for the Municipality's use for ERAP in its Program Area. The Municipality agrees to deposit its Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. The account must be interest bearing and similarly insured and protected, as the Municipality's other funds.
6. Use of Funds. The Municipal Funds of the Municipality must be used for eligible expenses that relate to housing and utilities assistance as a result of the COVID-19 public health emergency. Proper use of the Municipal Fund is governed by the Omnibus Appropriations and

Coronavirus Relief Package and any U.S. Treasury Department regulations or guidelines thereunder.

7. Documentation for all Expenditures. Municipality shall document each and every use of its Municipal Funds. Records must be maintained. The Municipality and its subcontractors, are under the same requirements and restrictions as the County with regard to the requirements of the Omnibus Appropriations and Coronavirus Relief Package. All records of the administration of the Municipal Funds must be retained for the retention period applicable to Omnibus Appropriations and Coronavirus Relief Package funds.

8. Reimbursement and Recapture of Ineligible Expenditures. If the County, the U.S. Department of Treasury, or its designee, in its reasonable discretion, determines that the Municipality's expenditure of Municipal Funds is not an eligible expenditure, then the Municipality shall reimburse its Municipal Funds with an amount equal to the amount of the ineligible expenditure from other of its funds. The Municipality shall have 30 days from receipt of the County's, or its designee's, determination of an ineligible expenditure to reimburse the ineligible expenditure to its Municipal Funds. If the County has to enforce its ILA, it shall be entitled to recover its reasonable attorney's fees and costs incurred in doing so to the extent allowed by law. If the Municipality's Municipal Funds account is already closed out, the reimbursement of the ineligible expenditure shall be made directly to the County.

9. Repayment of Unused Municipal Funds to the County. If any of the Municipality's Municipal Funds are not expended as provided herein by 11:59 PM December 31, 2021, the Municipality shall return the unspent Municipal Funds to the County within 30 days.

10. Municipality's Obligations relating to Use of the Municipal Funds. Administrative services of the Municipality shall include receiving applications, reviewing applications and other documentation, state and federal reporting, making decisions on applications, and paying out the funding awards. The Municipality may use responsible subcontractors in carrying out the administrative services required under the Program. However, it is the Municipality that is ultimately responsible to ensure that the Housing and Living Assistance Program is followed and that the Municipal Fund is used correctly. Consult the attached Order for more details. The Municipality agrees to:

- a) market the ERAP in its Program Area;
- b) use the Municipal Funds in compliance with this Agreement and for eligible expenditures under the Omnibus Appropriations and Coronavirus Relief Package;
- c) reimburse and return to the County within 30 days any portion of the Municipal Funds that the County, U.S. Department of Treasury, or its designee deems was not used for COVID-19 purposes, or not used pursuant to the terms and conditions of this Agreement;

- d) document and justify that each expenditure from the Municipal Funds was an eligible expenditure or distribution under this Agreement and the Omnibus Appropriations and Coronavirus Relief Package;
- e) provide a self-audit and documentation of all expenditures and distributions made for the Program to the County no later than January 31, 2022, and keep copies of such documentation for the retention period applicable to the Omnibus Appropriations and Coronavirus Relief Package;
- f) use the Municipal Funds only for expenditures made between March 13, 2020 and 11:59 p.m., December 31, 2021;
- g) reimburse and re-pay to the County any monies in the Municipal Funds not expended by 11:59 p.m., December 31, 2021 within 30 days;
- h) acknowledge and recognize that the source of these Municipal Funds is Collin County and its Omnibus Appropriations and Coronavirus Relief Package allocation for any public programs or initiatives using these Municipal Funds;
- i) impose similar terms and conditions on any sub-recipients of Municipal Funds;
- j) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives or programs occurs.

11. Nature of Funding. The ERAP funding is being received from the recipient, the County, by the Municipality as a sub-recipient. As a sub-recipient of the ERAP funding the Municipality acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The Municipality hereby agrees to comply with all terms and conditions of the ERAP funding, and to the fullest extent allowed by law to hold the County harmless against any repayments, penalties, or interest incurred as a result of the Municipality's failure to comply with all terms and conditions of the ERAP funding.

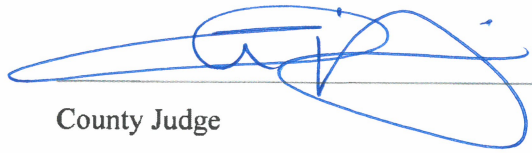
12. Reports. The Municipality shall provide periodic reports relating to the use of the Municipal Funds as requested or required by the County, including those required by the US Treasury.

13. Administration Cost. No administrative fee is to be paid. Actual out-of-pocket expenses, which must be documented, will be reimbursed out of the Municipal Funds, not to exceed 10% of the Municipal Funds. This includes the expenses of the Municipality and its subcontractor(s).

14. Attorney's Fees and Costs. The County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the Municipality if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

15. No Assignment. The Municipality may not assign this Agreement. The Municipality's use of responsible subcontractors to assist the Municipality with implementing and performing this Agreement does not constitute an assignment.
16. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in Collin County, Texas.
17. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.
18. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.
19. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.
20. Signature Authority. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

COLLIN COUNTY, TEXAS



County Judge

CHRIS HILL

Printed Name

8 MAR 2021

Date

DocuSigned by:

Paul G. Grimes

487F8E42C872437

Paul Grimes, City Manager

3/4/2021

Date

Attest:

DocuSigned by:

Empress Drane

2201712E80C8480

City Secretary