EMERGENCY RENTAL ASSISTANCE FUNDING

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

FYI GRANT BUDGET

ENTERED

JUN 07 2022

COLLIN COUNTY AUDITORS OFFICE

Ver#3

PAJ # 686 **JRNL**

5/23/2022

Period 8

EXPENDITURES:

From:

EMER RENTAL ASSIST - COUNTY ALLOC

GTERA- B 2131-040010058

626550 \$ (660,000.00)

To:

EMER RENTAL ASST - CITY ALLOC

GTERA- A 2131-040010058

626550 \$

660,000.00

\$

Collin County, TX - Production



Project Budget Adjustment Entry CLERK: E007213

PA JOURN	AL	EFF DATE	GL	YEAR/PER/JNL						
SOURCE	PROJECT	STRING			REF1	REF2	REF3	REF4	Т	AMOUNT
686		05/23/2022								
PAJ	GTERA-A				52190	06/20/2022	ERA BA#3	JGILBR	5	660,000.00
PAJ	GTERA-B	-2131-040010058-626	5550		52190	06/20/2022	ERA BA#3	JGILBR	5	-660,000.00
							Project Ev	pense String Tot	alc	
							Troject Ex	GTERA-A Tota	1:	660,000.00
								GTERA-B Tota	_	-660,000.00
										0.00

5/26/22, 1:45 PM Print Agenda Item

Al-52108 1.g.1.

Commissioners Court

Meeting Date: 05/23/2022

ILA Amendment No. 2 - COVID-19 Emergency Rental Assistance Program - City of Allen

Submitted By: Hilari Monk

Department: Administrative Services

Request Type: CONSENT Agenda Area: Amendment

Information

Department Action

Amendment No. 2 to Interlocal Agreement for COVID-19 Emergency Rental Assistance Program with the City of Allen (Contract No. 2021-393) to increase total funding from \$2,909,434.82 to \$3,569,434.82, and further authorize the Purchasing Agent to finalize and execute same; budget adjustment upon receipt of funds.

Purchasing Department Action

Request Commissioners Court consideration and any action regarding approval of Amendment No. 2 to ILA No. 2021-393, COVID-19 Emergency Rental Assistance Program with the City of Allen to increase total funding from \$2,909,434.82 to \$3,569,434.82, and further authorize Purchasing Agent to finalize and execute same. ha

HR and/or IT Action

Budget Department Action

Request for approval of Amendment No. 2 to 2021-393, COVID-19 Emergency Rental Assistance Program with the City of Allen to increase their funding by \$660,000. New contract total is \$3,569,434.82. Funds will need to be returned from Community Development Properties and a Budget Adjustment completed before funds can be sent to the City of Allen. Grant Fund (2131).

Auditor's Office Action

ILA amendment to increase City of Allen ERA funding in the amount of \$660,000.

Commissioners Court

Court Order No. 2021-092-01-25

No. 2 to Interlocal Agreement: COVID-19 Emergency Rental Assistance Program (Contract No. 2021-393) with the City of Allen to increase total funding from \$2,909,424.82 to \$3,569,434.82, and further authorize the Purchasing Agent to finalize and execute same; budget adjustment upon receipt of funds, Administrative Services.

Budget Information Information about av	railable funds					
Budgeted:	Funds Available:	Adjustment:	Amount Available:	660,000		
Unbudgeted: Funds NOT Available: Amendment:						
Account Code(s) for 1: GTERA-A 2131-0						
Fund Transfers Remarks: FY 2022 Budget Ad	djustment Totaling \$660,000 once fund	s received.				
Attachments						
Court Order 2022-46	69-05-23					
Memo						
Amendment No 2						
Amendment No. 1						
Interlocal Agreemen	t					

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: COVID-19 Emergency Rental Assistance Program* with the City of Allen to increase total funding from \$2,909,424.82 to \$3,569,434.82, and further authorizes the Purchasing Agent to finalize and execute same; budget amendment 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, May 23, 2022.

Not Present

Chris Hill, County Judge

Susan Fletcher, Commissioner, Pct 1

Cheryl Williams, Commissioner, Pct 2

Darrell Hale, Commissioner, Pct 3

Not Present

Duncan Webb, Commissioner, Pct 4

ATTEST: Stacey Kemp, County Clerk



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, Director of Strategic Initiatives

Date: May 6, 2022

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 \$660,000 from the Collin County Emergency Rental Assistance Program to the City of Allen Emergency Rental Assistance Program.

Thank you for your consideration.



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

SIGNATURE REQUEST FORM

DESCRIPTION OF I	TEM NEEDING SIGNATURE		
	to ILA No. 2021-393, COVID-19 Emergency Rental Ass ding from \$2,909,434.82 to \$3,569,434.82	sistance Pr	ogram with the City of Allen to
WAS THERE ANY CO	/SERVICES OBTAINED? (COOP, BID, ETC.) URT ACTION? IF SO, PLEASE PROVIDE COURT ORDER NO. N, HOW MANY RESPONSES WERE RECEIVED?		
Approved by Court	Order No. 2022-469-05-23		
BREAKDOWN OF T	OTAL COSTS (MAY INCLUDE MAINTENANCE, AND TRAV	EL COSTS	
Amendment increa	ases total funding from \$2,909,434.82 to \$3,569,434	82	
SUPERVISOR NOTE	ES		
No additional	notes		
	DocuSigned by:		
BUYER	-BBA79795CED5456	Date	5/31/2022
	−DocuSigned by:		0F /21 /2022
SUPERVISOR	Marci Chrisman -415DFE2C108349E	Date	05/31/2022



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 Allen

305 Century Parkway

Allen, TX 75013

Contract No.

2021-393

Contract:

Interlocal Agreement: COVID-19

Emergency Rental Assistance

Progam

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

Per the Interlocal Cooperation Agreement executed on February 26, 2021, § No. 18 Amendment, and as provided in the Consolidated Appropriations Act funds, the following section shall be amended as follows;

Change § 4:

From:

Total Funding. The County will make a total of \$2,909,434.82 in ERAP funding available to the Municipality

this Emergency Rental Assistance Program.

To:

Total Funding. The County will make a total of \$3,569,434.82 in ERAP funding available to the Municipality

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. 2022-469-05-23 effective on May 23, 2022.

ACCEPTED BY:

Eric Ellwanger

(Print Name)

TITLE:

City Manager

DATE:

5 21 1010

DocuSigned by:

Michelle Charnoski

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB (Print Name)

TITLE:

PURCHASING AGENT

DATE:

5/31/2022

		HIS	TORICAL INFORMATIO	N	
		Awarded by Court	Order No. <u>2021-092-01</u>	-25	-
Amendment No. Amendment No. Amendment No.	1 2 3	Court Order No. Court Order No. Court Order No.	2021-1089-11-01 2022-469-05-23	_ Summary _ Summary Summary	program time extensions increase to funding

State of Texas \$ Court Order
Collin County \$ 2022-469-05-23
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: COVID-19 Emergency Rental Assistance Program* with the City of Allen to increase total funding from \$2,909,424.82 to \$3,569,434.82, and further authorizes the Purchasing Agent to finalize and execute same; budget amendment 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, May 23, 2022.

Not Present

Chris Hill, County Judge

Susan Fletcher, Commissioner, Pct 1

Cheryl Williams, Commissioner, Pct 2

Darrell Hale, Commissioner, Pct 3

Not Present

Duncan Webb, Commissioner, Pct 4

ATTEST: Stacey Kemp, County Clerk

Certificate Of Completion

Envelope Id: 1B854AB32ADE4C22ADD9603B2A759F31 Status: Completed

Subject: Please DocuSign: Purchasing Agent Signature Required - Cover Sheet (9).docx, Contract Revision ...

Source Envelope:

Document Pages: 4 Signatures: 3 Envelope Originator: Certificate Pages: 2 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

5/31/2022 9:36:30 AM Security Appliance Status: Connected

Time Zone: (UTC-06:00) Central Time (US & Canada)

Hunter Alley

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

halley@co.collin.tx.us

Pool: StateLocal

look I allen

BBA79795CFD5456

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 **Timestamp**

> Sent: 5/31/2022 9:39:17 AM Viewed: 5/31/2022 9:39:28 AM Signed: 5/31/2022 9:39:35 AM

Sent: 5/31/2022 9:39:35 AM

Sent: 5/31/2022 1:08:47 PM

Viewed: 5/31/2022 2:02:51 PM Signed: 5/31/2022 2:03:29 PM

Viewed: 5/31/2022 1:05:36 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: Marci Chrisman 415DFF2C108349F

Signature Adoption: Pre-selected Style

Signed by link sent to mchrismon@co.collin.tx.us

Signature Adoption: Uploaded Signature Image

Signed by link sent to halley@co.collin.tx.us

Using IP Address: 65.68.53.249

Using IP Address: 65.68.53.202

Signed: 5/31/2022 1:08:47 PM

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)

Michelle Charnoski

Signature Adoption: Pre-selected Style

Signed by link sent to mcharnoski@co.collin.tx.us

Using IP Address: 65.68.53.249

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 Summary Events Envelope Sent	Status Hashed/Encrypted	Timestamps 5/31/2022 9:39:17 AM		
•		•		
Envelope Sent	Hashed/Encrypted	5/31/2022 9:39:17 AM		
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	5/31/2022 9:39:17 AM 5/31/2022 2:02:51 PM		



FACT WANG (Print Name)

TITLE:

DATE:

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 Allen	Contract No.	2021-393		
	305 Century Parkway	Contract:	Interlocal Agreement: COVID-19		
	Allen, TX 75013		Emergency Rental Assistance		
			Program		
	YOU ARE DIRECTED TO MAKE THE	FOLLOWING MODIF	FICATION TO THIS CONTRACT		
	al Cooperation Agreement executed on Feb t, the following sections shall be amended a		. 18 Amendment, and as provided in the American		
§ 3:	Municipality from the Municipal Funds	between January 27, It qualify, payment of	ogram covers expenditures made by the 2021 and 11 :59 PM on September 30, 2022. the expenditure actually has to have been made		
§ 9:		9 PM on September 3	of the Municipality's Municipal Funds are not 30, 2022, the Municipality shall return the unspent		
§ 10e:		2, and keep copies of	and distributions made for the Program to the such documentation for the retention period Relief Package;		
§ 10f:	use the Municipal Funds only for expe September 30, 2022;	nditures made betwee	en March 13, 2020 and 11:59 p.m., on		
§ 10g:	reimburse and re-pay to the County an September 30, 2022 within 30 days;	y monies in the Munio	sipal Funds not expended by 11:59 p.m., on		
Except as prov		e contract remain in	full force and effect and may only be modified in		
	o. One (1) has been accepted and authori No. 2021-1089-11-01 effective		ollin County Commissioners Court		
ACCEPTED BY	/ :		David's attention		
1.5			Michelle Charnoski		
SIGNATURE			SIGNATURE 8195959E92F645E		

Michelle Charnoski, NIGP-CPP, CPPB

PURCHASING AGENT

11/10/2021

(Print Name)

TITLE:

DATE:

		Awarded by Cou	rt Order No	2021-09	2-01-25	-			
Amendment No. Amendment No. Amendment No.	1	Court Order No. Court Order No. Court Order No.	2021-1089	9-11-01	Summary Summary Summary	Amended	per	ARPA,	deadlines.

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 Allen, Texas ("Municipality") for the Municipality to perform certain administrative services with relation to the County's COVID-19 Emergency Rental Assistance Program.

- 1. <u>Program Description</u>. 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. <u>Administration</u>. 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. <u>Eligible Expenditures</u>. 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. <u>Total Funding</u>. The County will make a total of \$2,909,434.82 in ERAP funding available to the Municipality for this Emergency Rental Assistance Program.
- 5. <u>Individual Funding</u>. 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. <u>Use of Funds</u>. 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. <u>Documentation for all Expenditures</u>. 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. <u>Municipality's Obligations relating to Use of the Municipal Funds</u>. 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;
- 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;
- coordinate with the County any public programs or initiatives so that no duplication of services, initiatives or programs occurs.
- 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. <u>Reports.</u> 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. <u>Administration Cost.</u> 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. <u>Attorney's Fees and Costs</u>. 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. <u>No Assignment</u>. 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. <u>Law and Venue</u>. 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. <u>Amendment</u>. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.
- 19. <u>Waiver</u>. 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. <u>Signature Authority</u>. 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

CODEIII COOMIT, TEXAS
County Judge
CHRIS HUL
Printed Name
26 F28 2021
Date
£-5M
D. DII
Eric Ellwanger, City Manager
2.24.2021
Date
Attest:
Short Stora
Shelley B. George, City Secretary

State of Texas

Court Order
Collin County

Commissioners Court

S

Court Order

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