

THE STATE OF TEXAS

COUNTY OF DALLAS

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**AGREEMENT FOR ADMINISTRATION BY AND
BETWEEN CITY OF COPPELL AND METROCREST
SERVICES, INC FOR
COPPELL CARES PROGRAM FOR
FOOD AND HOUSING ASSISTANCE**

This agreement ("Agreement") is made and entered into as of the Effective Date by and between the City of Coppel, Texas (the "City"), and Metrocrest Services, Inc. (the "Provider") (City and Provider collectively referred to hereafter as the "Parties" or individually as a "Party").

WITNESSETH:

WHEREAS, Dallas County (the "County") received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter "CARES Act") to address and respond to the effects of the COVID-19 public health emergency; and

WHEREAS, the CARES Act provides funding to state and local governments to provide emergency housing, living assistance and food assistance to persons who have become unemployed or underemployed directly as a result of the COVID-19 public health emergency; and

WHEREAS, the City and the County entered into that certain Interlocal Cooperation Agreement for the administration of the distribution of some of Dallas County's CARES Act funds by providing funds to the City for authorized CARES Act activities (the "Dallas County CARES Act Funding Interlocal Agreement"); and

WHEREAS, the CARES Act allows the City to set up programs for food, housing and utilities assistance for its residents impacted by the COVID-19 pandemic; and

WHEREAS, the City established the Coppel CARES Program (Program) which includes funding from the Dallas County CARES Act Funding Interlocal Agreement for food, housing and utilities assistance to City residents; and

WHEREAS, the Dallas County CARES Act Funding Interlocal Agreement is incorporated herein for all purposes; and

WHEREAS, the Provider is a Texas nonprofit corporation established under the laws of the State of Texas for the purpose of providing food, housing and utilities assistance and information and referral service regarding available social services for people living in the City and surrounding cities; and

WHEREAS, the Provider agrees to administer the Coppel Cares Program for food, housing and utilities assistance on behalf of the City for eligible residents within the City and agrees to comply with the terms and conditions of this Agreement and the Dallas County CARES

Act Funding Interlocal Agreement and be solely responsible for its performance under this Agreement; and

WHEREAS, the City has previously allocated Two Hundred Forty-Four Thousand Five Hundred Fifty Dollars (\$244,550.00) of the funding from the Dallas County CARES Act Funding Interlocal Agreement for the Provider to distribute to “Eligible Residents” (hereinafter defined) for food, housing and utilities assistance; and

NOW THEREFORE, in consideration of all mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article 1

Term; Termination

1.1 This Agreement shall be effective upon execution by the Parties (“the Effective Date”) and shall expire on December 31, 2021, unless terminated sooner as provided herein.

1.2 This Agreement may be terminated upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. In the event of termination by the City the Provider shall immediately return any unexpended funds provided by the City pursuant to this Agreement.

Article II

Definitions

“Eligible Expenditures” shall mean the necessary expenditures consisting of food delivery and mortgage, rental, or utility assistance to Eligible Residents incurred for the purpose of addressing or responding to the COVID-19 public health emergency and made between March 1, 2020 and 11:59 PM December 31, 2021.

“Eligible Resident” shall mean vulnerable residents of the City whose income has been disrupted as a result of the COVID-19 public health emergency between March 1, 2020 and 11:59 A.M. December 31, 2021.

Article III

Services

3.1 Administration. The Provider agrees to administer the Program on behalf of the City for Eligible Residents in the City.

3.2 Payment of Funds. The City agrees to reimburse Provider up to the sum of Two Hundred Forty-Four Thousand Five Hundred Fifty Dollars (\$244,550.00) less any money that has been previously paid for the Program. The Provider shall submit an invoice to be reimbursed for eligible funds distributed under the Program and the applicable administrative costs. The invoice

shall be submitted monthly along with the required supporting documents by the 7th of each month. It is encouraged that supporting documentation be submitted on a bi-weekly basis to allow the City time to review the information to speed reimbursement processing.

3.3 Eligible Expenditures. This Program only covers distributions and expenses made between March 1, 2020 and 11:59 PM December 10, 2021. Committing to a distribution does not qualify. Payment of the expenditure actually has to have been made by 11:59 PM on December 10, 2021; the expenditure must have been or must be for the purpose of addressing or responding to the COVID-19 emergency; and the expenditure must not have already been budgeted for as of March 27, 2020. Any expenditures obligated, but not yet paid by this time shall not be eligible.

3.4 Documentation for all Expenditures. The City and the Provider must comply with the recordkeeping, reporting and other requirements of the CARES Act. The Provider shall document each use of Funds. The City and the Provider shall keep and maintain all records of the administration and use of Program funds for a period of four (4) years and ninety (90) days beginning on December 31, 2021.

3.5 Use of Funds. The Provider agrees that the Program funds will be dedicated solely to Eligible Residents in the City for Eligible Expenditures. The use of funds is governed by this Agreement, the CARES Act and all U.S. Treasury Department regulations or guidelines thereunder. The Provider hereby agrees to comply with all terms and conditions relating to the use of funds from the Dallas County CARES Act Funding Interlocal Agreement funds and the CARES Act. The Provider agrees to provide periodic reports relating to the use of Program funds as may be requested or required by the County. The Provider agrees to:

- a) only use Program funds for eligible expenditures under the CARES Act and in accordance with this Agreement;
- b) only use Program funds for expenditures made between March 1, 2020 and 11:59 p.m., December 31, 2021;
- c) document and justify that each Program participant is an Eligible Resident;
- d) acknowledge and recognize that the County is the source of the City Program funds as part of each City's Program funding under the CARES Act;
- e) comply with the terms and conditions of this Agreement and the Dallas County CARES Act Funding Interlocal Agreement;
- f) ensure that Eligible Resident has not applied or received funds from the County's Emergency Housing Assistance Program; and
- g) fund costs for administering the Program, pursuant to Section 3.1 of this Agreement, in an amount not to exceed ten percent (10%) of all funds distributed under this Agreement.

3.6 Administration. Provider Services shall manage and administer this Program on behalf of their City as follows:

- a) Provider shall accept, verify, approve/deny, and track applications to the program.

- b) Provider shall create a file for each eligible applicant that contains: the completed COVID19 Impact Form, application, proof of need documentation and copy of payment verification.
- c) Provider shall submit a monthly report detailing the distributions and administrative costs for which they are seeking reimbursement. The report shall list the applicant identifier, payee, amount distributed, and reason for the distribution (rent or mortgage assistance, food assistance or utility assistance).
- d) If a grant is made to an eligible applicant, the grant must be made directly to the landlord or financial institution of the applicant, or the utility provider, or for food, through direct assistance or a voucher.
- e) The City has the right to access and review any application and supporting material, and reject/refuse payment for any of the approved applications if determined ineligible or to have insufficient information; and
- f) The City and Provider Services must comply with the recordkeeping, reporting and other requirements of the CARES Act.
- g) On or about November 1, 2021, Provider and the City shall meet to evaluate the total disbursements made to date and to estimate the funds that will be expended by the close of the submittal period (December 10, 2021).

3.7 Eligibility and Criteria for the Program. To be eligible for a grant from the Program:

- a) The applicant must be a resident of both the City and Dallas County;
- b) Criteria are those set forth in the CARES Act and the Treasury Department's guidance thereon;
- c) Only one applicant per household;
- d) Rent on a lease where the landlord is related within the second degree by blood or marriage to the applicant is not eligible.

3.8 No Duplication of Assistance Applications. Applicant or any other person in the household cannot be currently seeking or have received housing or living assistance for the same expenses under any other federal, state, or local program.

3.9 Assistance Grant. The following rules apply to the amount and extent of grants to an applicant:

- a) If the housing, utilities and/or food assistance applications are approved, the maximum assistance grant is \$1,500 per month, not to exceed (3) months or \$4,500, whichever is less. Payments are to be made directly to the providers.
- b) Grant applications may not include a request for payments for property tax, insurance or late fees.
- c) Subject to the limits above, food assistance is provided from the Provider Food Pantry.
- d) Utility assistance for municipality provided utility services (water, wastewater, electric, gas or solid waste disposal) are ineligible.
- e) Regardless of whether the Applicant has qualified for all three grants, grant

assistance under the Program is capped at \$4,500 for any one household. Once the cap is reached all grant funding for the grantee is closed, even if the grantee has been qualified for additional funds not yet paid to the grantee.

3.10 Reimbursement and Recapture of Ineligible Expenditures. The Parties understand that the distribution of funds for food, housing and utilities assistance to Eligible Residents is an eligible use of the Dallas County CARES Act Funding Interlocal Agreement and CARES Act funds. If the County, the U.S. Department of Treasury, or its designee, in its reasonable discretion, determines that the expenditure of Funds is not an eligible expenditure, then the City shall be responsible to make any necessary reimbursement in an amount equal to the amount of the ineligible expenditure from other of its funds.

3.11 Repayment of Unused Funds. Any Program funds not expended as provided herein by 11:59 PM December 31, 2021 shall be returned by the City to the County within 30 days.

3.12. Reports. The City shall provide periodic reports on the use of the Funds as requested or required by Dallas County.

Joint Obligations relating to Use of the Funds.

- a) document and verify that each expenditure was an eligible expenditure or distribution under this Agreement and the CARES ACT;
- b) retain copies of documentation for the retention period applicable to the CARES ACT;
- c) use the Funds for distributions and expenditures related to the COVID-19 emergency only;
- d) reimburse and re-pay to the County any monies not expended in accordance with the Interlocal Agreement;
- e) acknowledge and recognize that the source of these Funds is Dallas County and its CARES ACT allocation for any public programs or initiatives using these Funds;
- f) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives or programs occurs; and
- g) comply with the terms and conditions of the Program.

**Article IV
Indemnification**

Provider agrees to assume and does hereby assume all responsibility and liability for damages sustained by persons or property, whether real or asserted, in connection with the performance of services performed and to be performed hereunder. Provider covenants and agrees

to, and does hereby indemnify and hold harmless the City its council, officers, agents, and employees from all suits, action, or claims of any character brought for or on account of any injuries or damages, whether real or asserted, sustained by any person or property by or in consequence of any negligent omission, act or conduct of Provider, its agents, servants or employees. The covenants and liabilities of Provider shall survive the termination or expiration of this Agreement.

Article V Miscellaneous Provisions

5.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

5.2 Assignment. Provider may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Provider to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

5.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective successors and assigns.

5.4 Governing Law; Venue. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in a state court of competent jurisdiction in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

5.5 Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

5.6 Audits and Records. Provider agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Provider's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

5.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.8 Independent Contractor. It is understood and agreed by and between the Parties that Provider in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All

services to be performed by Provider pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Provider shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

5.9 Notices. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed or facsimile to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

Mike Land, City Manager
City of Coppell, Texas
13000 William Dodson Parkway
Coppell, Texas 75234

With copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Provider:

Tracy Eubanks, Chief Executive Officer
Metrocrest Services, Inc.
13801 Hutton Drive, Suite 150
Coppell, Texas 75234

5.10 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

5.11 Exhibits and Recitals. The recitals and exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

5.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

(signatures on following page)

SIGNED AND AGREED this _____ day of _____, 2021.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

Attest:

Ashley Owens, City Secretary

Approved as to Form:

Robert E. Hager, City Attorney

SIGNED AND AGREED this _____ day of _____, 2021.

METROCREST SERVICES, INC.

By: _____
Tracy Eubanks, Chief Executive Officer