

Exhibit A

THE STATE OF TEXAS §
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COUNTY OF DALLAS §

SUBRECIPIENT AGREEMENT
By and Between
DALLAS COUNTY, TEXAS and THE CITY OF DALLAS

This Subrecipient Agreement (“Agreement”) is between Dallas County, a political subdivision of the State of Texas acting by and through the Dallas County Commissioners Court (hereafter the “County”) and the City of Dallas, Texas (“City”), a Texas municipal corporation primarily located in Dallas County, Texas, acting by and through its authorized officers (hereafter the “Subrecipient”) for Subrecipient to provide certain services as described in this Agreement and **Exhibit E – Statement of Work and Deliverables**. The parties hereto may be referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the pandemic has caused severe, intertwined public health and economic crises;

WHEREAS, on March 12, 2020, the Dallas County Judge declared a local state of disaster for a public health emergency in relation to COVID-19;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19;

WHEREAS, the Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration, to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster”;

WHEREAS, in March 2021, as these crises continued, the President signed the American Rescue Plan Act of 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program;

WHEREAS, the SLFRF program is intended to provide state, local, and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery;

WHEREAS, U.S. Department of the Treasury (“Treasury”) issued an interim final rule implementing the SLFRF program on May 17, 2021, and has since disbursed over \$240 billion to state, local, and Tribal governments and received over 1,500 public comments on the interim final rule;

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WHEREAS, on January 6, 2022, Treasury adopted a final rule implementing the SLFRF program with an effective date of April 1, 2022 (“2022 Final Rule”) allowing recipients of SLFRF funds to use the funds in one of the four eligible use categories specified in the American Rescue Plan Act;

WHEREAS, on December 29, 2022, the Consolidated Appropriations Act, 2023 was enacted, amending the SLFRF program to provide additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support housing and community development (“SLFRF program amendments”);

WHEREAS, U.S. Department of the Treasury (“Treasury”) issued an interim final rule implementing the SLFRF program amendments on September 20, 2023, but do not impact the existing eligible uses under the 2022 Final Rule;

WHEREAS, the U.S. Department of the Treasury has allocated to the County \$511,918,088.00 of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (“ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act (“ARPA”), of which \$255,959,044.02 was distributed to the County on May 12, 2021 with the remainder of funds to be disbursed by Treasury to the County thereafter, for the purposes identified in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions Agreement between the Treasury and Dallas County signed May 12, 2021 (“Award Terms”), identified as **Exhibit A**, the 2022 Interim Final Rule, identified as **Exhibit B**, the 2022 final rule, identified as **Exhibit C** and the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (“Compliance & Reporting Guidelines”), identified as **Exhibit D**. **Exhibits A, B, C and D** are attached hereto and incorporated herein by this reference;

WHEREAS, the federal award identification number (FAIN) for the ARPA Funds awarded to the County by the U.S. Department of the Treasury under CFDA No. 21.027 is SLFRP1608;

WHEREAS, Treasury has issued guidance and clarification on ARPA and the appropriate use of ARPA Funds;

WHEREAS, ARPA authorizes the County to spend ARPA Funds awarded to the County for the following eligible purposes as outlined in the 2022 final rule as follows:

(1) To respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(2) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the government that are performing essential work;

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(3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(4) To make necessary investments in water, sewer, or broadband infrastructure (collectively “Eligible Uses”).

WHEREAS, the ARPA Funds are allocated to the Subrecipient in compliance with federal and state procurement requirements and guidelines;

WHEREAS, the County wishes to allocate portions of the ARPA Funds awarded to the County to Subrecipient for the provision of supporting housing and services to homeless, unsheltered, or unstably housed populations at or below 30 percent of the Average Median Income located within the City and the County, in response to the negative impacts of the pandemic;

WHEREAS, the City of Dallas (“City”) is the owner of a tract of land located in the City of Dallas, Dallas County, Texas, which is commonly known as 4150 Independence Drive (“the Property”); and

WHEREAS, via redevelopment of the Property, the City and the County seek to support Target Population (defined herein) by increasing housing opportunities and supportive services; and

WHEREAS, the County finds that the services to be provided by the Subrecipient under this Agreement are eligible uses and activities authorized under ARPA, the 2022 Interim Final Rule, the 2022 Final Rule and the SLFRF program;

WHEREAS, the County and Subrecipient desire to enter into this Agreement for the purpose of providing supportive housing and services to homeless, unsheltered or unstably housed populations at or below 30 percent of the AMI (the “Target Population”) located within the City and County;

WHEREAS, the Department of Housing and Neighborhood Revitalization of the City, following Administrative Directive 4-05, section 10.5.6 for special / emergency needs, Tex. Loc. Gov’t Code section 252.022(1) – (2), and federal guidance for federal grants for exigent and/or emergency circumstances under 2 C.F.R. § 200.320(c)(3), procured emergency design and project management services to develop plans and specifications and a project manager to procure and oversee professional architect, engineer and constructions services to construct such supportive housing, as part of the same emergency procurement;

WHEREAS, the Commissioners Court, as the governing body of Dallas County, finds that the services and use of the ARPA Funds described herein are a result of or necessitated by the COVID-19 global pandemic and are necessary to preserve and protect the public health and safety of the residents of the City and County and are in response to exigent circumstances necessary to preserve and protect public health;

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WHEREAS, the Commissioners Court further finds that the provision of services to be provided by Subrecipient pursuant to this Agreement will further the public purpose of addressing those health and human services issues, problems and needs identified in this Agreement for qualified individuals;

WHEREAS, the County also finds that the expenditure of public funds in support of the operations of the County's businesses and residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Dallas County economy and the economic welfare of the residents of Dallas County;

WHEREAS, the Subrecipient will serve a benefit to all Dallas County residents during this pandemic, providing essential assistance to residents and businesses within the COUNTY;

WHEREAS, the subject of this Agreement is necessary for the benefit of the public;

WHEREAS, the Parties desire to enter into this Agreement for the purposes stated herein;
and

WHEREAS, these Recitals are incorporated into this Agreement and are expressly made a part of this Agreement.

NOW THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Subrecipient agree to the terms and conditions stated in this Agreement as follows:

1. TERM

This Agreement shall commence on the day this Agreement is last executed by the Parties and continue until the services and deliverables detailed in the **Statement of Work and Deliverables** attached hereto as **Exhibit E** are completed, unless terminated earlier under any provision hereof. Notwithstanding the foregoing, the services and deliverables detailed in the attached **Exhibit E** shall be completed by September 30, 2026 (the "Term").

2. INCORPORATED DOCUMENTS

The Exhibits listed below are a part of this Agreement and are incorporated by reference as if fully reproduced herein and constitute promised performances by Subrecipient in accordance with all terms of this Agreement. References to "Agreement" in this Agreement will include reference to all of the exhibits to this Agreement.

- (a) U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions signed May 12, 2021, attached hereto as **Exhibit A**.
- (b) Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule ("2022 Interim Final Rule"), attached hereto as **Exhibit B**.

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- (c) Coronavirus State and Local Fiscal Recovery Funds Final Rule (“2022 Final Rule”), attached hereto as **Exhibit C**.
- (d) U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (version 5 dated September 20, 2022) (“Compliance & Reporting Guidelines”), attached hereto as **Exhibit D**.
- (e) Statement of Work and Deliverables, attached hereto as **Exhibit E**.
- (f) U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the 2022 Final Rule, incorporated by reference.
- (g) U.S. Department of Treasury Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds (version 5, December 29, 2022), incorporated by reference.
- (h) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (“Uniform Guidance”), incorporated by reference.
- (i) Title VI Assurances and Compliance, attached hereto as **Exhibit F**.
- (j) Byrd Anti-Lobbying Certification 31 U.S.C. § 1352, attached hereto as **Exhibit G**.
- (k) Code of Federal Regulations – Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, attached hereto as **Exhibit H**.
- (l) Intentionally deleted.
- (m) Intentionally deleted.

If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the ARPA Funds, that further guidance shall be automatically incorporated into this Agreement without the need for a formal amendment, provided however that they shall not bind Subrecipient retroactively.

3. SCOPE OF SERVICES AND DELIVERABLES

Subrecipient agrees to provide the services and deliverables detailed in the **Statement of Work and Deliverables**, attached hereto as **Exhibit E**, and incorporated herein for all purposes.

4. FINANCIAL PROVISIONS

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4.1 Grant Amount. After review of Subrecipient's documentation, submitted in accordance with the County's procurement and application process, and substantiation of eligibility per U.S. Treasury guidance, the 2022 Final Rule, ARPA and SLFRF program guidance, the County agrees to provide ARPA funding to Subrecipient for approved budget expenses incurred and for documented units of services performed for the services and deliverables detailed in **Exhibit E**, subject to the following limitations:

(a) Not to Exceed Amount. Subrecipient understands and agrees that the maximum total amount payable for the services and funds to be distributed under this Agreement shall not exceed **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00)** (hereinafter the "ARPA Grant") unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described herein to exceed the ARPA Grant amount. The Subrecipient may seek reimbursement of the Subrecipient's internal and indirect administrative costs for administering the services provided under this Agreement in an amount not to exceed ten percent (10%) of all funds received under this Agreement.

(b) Reimbursement Only. Subrecipient agrees that, unless otherwise specifically provided for in this Agreement, payment by County under the terms of this Agreement is made on a reimbursement basis only. Subrecipient must have incurred and paid costs prior to those actual costs being invoiced and considered allowable under this Agreement and subject to payment by County.

(c) Subrecipient agrees to submit complete, fully documented, and accurate itemized invoices, receipts, and other appropriate documentation, as reasonably required by County, following the completion of the services and disbursement of the funds. Specifically, the invoices, receipts, and other documentation shall be itemized and include supporting documentation and any management fees. Within the supporting documentation the subcontractor invoices shall be included, if any. All required documentation shall be submitted at least monthly within 30 days following the end of the month in which services were rendered. All documentation submitted shall represent the services rendered and funds disbursed by Subrecipient for the previous month.

(d) The Subrecipient may apply for funds through the duration of this Agreement. The County may in its sole discretion disallow or refuse to fund any activity for which further funding is sought by the Subrecipient that is not in compliance with **Exhibit E**. Further, the County may withhold further funding from the Subrecipient if the Subrecipient fails to comply with County's reporting requirements, performance objectives, or other requirements relating to Subrecipient's performance of work, deliverables, and services under this Agreement. If the County changes such requirements, however, the County shall reimburse Subrecipient for all activities performed in compliance with the requirements in effect at the time the charges were incurred. County shall pay the Subrecipient only for those reimbursable costs that are allowable under applicable rules and regulations, as stated in this Agreement. County shall have the right to withhold all or part of any reimbursement funds to the Subrecipient to offset any reimbursement made to Subrecipient for ineligible

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expenditures or undocumented units of services billed as determined by the County in its reasonable, good faith discretion.

(e) Subrecipient understands and agrees that all documentation must be submitted to County on a rolling monthly basis during the Term of this Agreement. All receipts and expenditures must have appropriate supporting documentation before such billings will be approved.

(f) The Dallas County Auditor is responsible for monitoring fiscal compliance activities and shall resolve any dispute between the Parties regarding County's payments to Subrecipient for services rendered under this Agreement.

(g) Prior Debts. County shall not be liable for costs incurred or performances rendered by Subrecipient before or after the Term; for expenses not billed to County within the applicable time frames set forth in this Agreement; or for any payment for services or activities not provided pursuant to the terms of this Agreement.

(h) Refund provision. The County shall have the right to demand repayment of any funds paid to Subrecipient for services rendered or funds disbursed that did not comply with the terms of this Agreement or that were determined to be ineligible expenditures by the County or the Federal Government. The Subrecipient shall promptly refund any monies previously paid or disbursed by County that the County, in its reasonable, good faith discretion, determines were used for services or activities that were not in compliance with this Agreement.

(i) Subrecipient may carryover funds to the next year and distribute funds among line items without prior approval. If additional line items are required, the County must approve the rebudgeting. Funds may not be carried over in the final year of the performance period.

4.2 Project and Schedule.

(a) Grant Purpose. The ARPA Grant is being made solely to finance the services and deliverables described in **Exhibit E – Statement of Work and Deliverables**.

(b) ARPA Grant Expenditure Schedule. The ARPA Grant may only be used for costs incurred within a specific time period, beginning March 3, 2021, and ending with all ARPA Grant fund-reimbursable expenses incurred by September 30, 2026. The final invoice for reimbursement must be submitted within 90 days of the end of the grant period.

(c) Subrecipient acknowledges that it is a subrecipient of the County's ARPA Funds and shall comply with the terms and requirements set forth in the Award Terms, the Uniform Guidance at 2 C.F.R. Part 200, and all guidance issued by the U.S. Treasury pertaining to the proper use of ARPA Funds. ARPA Grant funds not used in compliance with ARPA are subject to recapture by the County.

(d) The Subrecipient shall expend the ARPA Grant only for Eligible Uses and eligible costs as described in the Statement of Work and Deliverables. The Subrecipient shall be

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responsible for compliance with and shall comply with all material respects with all applicable law and regulations, whether or not such law or regulations are expressly referenced herein.

(e) **Recoupment and Costs.** The Subrecipient acknowledges that it is responsible for compliance with this Agreement and all state and federal law and regulation applicable to the ARPA Grant(s) funding source and the services and deliverables set forth in Exhibit E hereto. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the ARPA Grant(s) becoming subject to recoupment. If the ARPA Grant is subject to recoupment, the County will notify the Subrecipient in writing and the Subrecipient shall promptly, and in any event within 10 days of receiving such notice, return such ARPA Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Subrecipient shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all costs incurred by the County, its employees, officers, and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment, including without limitation costs of any related investigation, audit and/or collection efforts.

5. REPORTING AND ACCOUNTABILITY

5.1. Reporting and Compliance with Laws. The Subrecipient shall comply with all reporting requirements set forth in **Exhibit D -- Compliance and Reporting Guidelines** attached hereto and the U.S. Department of Treasury Project and Expenditure Report User Guide – State and Local Fiscal Recovery Funds (version 1, January 7, 2022). In addition, the Subrecipient agrees that the ARPA Grant shall be expended in full compliance with all applicable provisions of federal, state, and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Subrecipient covenants to comply in all respects with all applicable law, regulations and rules regarding bidding, procurement, employment, and anti-discrimination.

Subrecipient agrees to provide to COUNTY monthly reporting of expenditures, including, but not limited to, supporting documents such as receipts, paid invoices, timesheets, payroll registers, and programmatic reporting to substantiate the provision of services pursuant to **Exhibit E** and consistent with approved expenditures as shown in Exhibit E of this Agreement.

5.2. Access to Records. Subrecipient agrees that County, or any of its duly authorized representatives, or the Federal Government has the right of timely and unrestricted access to any books, documents, papers, reports, or other records of Subrecipient that are pertinent to the fulfillment of the requirements of this Agreement, in order to make audit, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be furnished to the County in Dallas County, Texas.

5.3. Ownership. Subrecipient agrees that all information, data, and supporting documentation that relates to the services provided hereunder shall remain the property of the County.

5.4. Maintenance of Records. The Subrecipient shall maintain accounts and records with

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respect to the ARPA Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Subrecipient shall keep and maintain all financial records and supporting documentation related to the ARPA Grant for a period of five years after all ARPA Grant proceeds have been expended or returned to the County. Wherever practicable, Subrecipient shall collect, transmit, and store such records in open and machine-readable formats. Subrecipient agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Subrecipient agrees to make such accounts and records available for on-site inspection during regular business hours of the Subrecipient and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

5.5. Audit. The Dallas County Auditor, its assigns, the Federal Government, or any other governmental entity approved by County shall have the unrestricted right to audit all data or documents related to this Agreement. Such data shall be furnished in Dallas County at a mutually convenient time within a reasonable time. Should County determine it reasonably necessary, Subrecipient shall make all of 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.

5.6. Retention of Records. All records, books, and documents reasonably related to this Agreement, including, but not limited to accounting records, digital files, and other records related to costs incurred and/or services performed hereunder, shall be maintained and kept by Subrecipient for a minimum of five (5) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving the performance of this Agreement begins before the specified period expires, Subrecipient must keep the records and documents for not less than five (5) years and until all litigation, claims, or audit findings are resolved, whichever is later. **Subrecipient 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 has lapsed.**

5.7 Single-Audit. The Subrecipient acknowledges that by accepting the ARPA Grant it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Subrecipient further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

6. CONFIDENTIALITY

6.1 Subrecipient shall not disclose privileged or confidential communications or information acquired in the course of the performance under this Agreement, unless authorized by law. Subrecipient agrees to adhere to all confidentiality requirements, as applicable, for performance

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under this Agreement.

6.2 Public Information Act. The Parties acknowledge and agree that they are subject, as a matter of law, to Texas Government Code, Chapter 552, also known as the “Texas Public Information Act” (hereinafter “Public Information Act”). Notwithstanding any other provision, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that the County, County Commissioners Court, County Judge, Elected County Officials, County Department Heads, County Employees, agents and representatives (hereinafter “County Requestors”) and the Subrecipient, its employees, board members, managers, officers, agents, and representatives (the “Subrecipient Requestors”) may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished to or in the possession or knowledge of County Requestors or the Subrecipient Requestors. It is further acknowledged and agreed that the County Requestors and the Subrecipient Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Texas Attorney General. The Parties hereby release each other from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information, or any other thing or item furnished by the other or in the possession or knowledge of the other in compliance with a request under the Public Information Act, including or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

6.3 Any Public Information Act request received by the Subrecipient or County for documents related to this Agreement or any program undertaken pursuant to this Agreement shall be handled by the entity who received the Public Information Act request.

6.4 Notwithstanding the foregoing, the Parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents or data, provided to or disclosed to the other Party, or any information related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each Party’s obligations under this Agreement.

7. INDEMNIFICATION

NO INDEMNIFICATION. THE PARTIES AGREE THAT EACH IS PROHIBITED BY ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION FROM INDEMNIFYING EACH OTHER OR ANY OTHER THIRD PARTY FOR DAMAGES ARISING UNDER THIS AGREEMENT.

SURVIVAL. THIS INDEMNIFICATION PROVISION SHALL SURVIVE

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TERMINATION, EXPIRATION OR CANCELLATION OF THIS AGREEMENT OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID OR UNENFORCEABLE.

8. INSURANCE

The City agrees that it will, at all times during the Term of this Agreement, maintain in full force and effect general liability insurance, or self-insurance for same, to the extent permitted by applicable law under a plan of self-insurance. It is expressly agreed that City will be solely responsible for all cost of such insurance, any and all deductible amounts in any policy, and any denials of coverage made by its respective insurers.

9. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to the City's and County's governmental and sovereign immunity, including, without limitation, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the City or County has by operation of law. Nothing in this Agreement is intended to benefit any third-party beneficiary.

10. SUSPENSION

Should County desire to suspend the services, but not terminate the Agreement, County shall issue a written order to stop work. The written order shall set out the terms of the suspension. Subrecipient shall stop all services as set forth in Exhibit E – Scope of Work and Deliverables to this Agreement and will cease to incur costs to County during the term of the suspension. Subrecipient shall resume work when notified to do so by County in a written authorization to proceed. If a change in the terms and conditions of payment for services of this Agreement is necessary because of a suspension, a mutually agreed contract amendment will be executed in accordance with this Agreement.

11. TERMINATION

The County, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Agreement, may terminate this Agreement, with or without cause in whole or in part, by giving thirty (30) days prior written notice thereof to the Subrecipient with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. County shall compensate the Subrecipient in accordance with the terms of this Agreement for the services performed prior to the date specified in such notice. In the event of termination, Subrecipient shall cease any and all services under this Agreement on the date of termination and to the extent specified in the notice of termination. Upon receipt of such notice, Subrecipient shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations or services to be provided. Upon termination of this Agreement as herein above provided, any and all unspent funds that were paid or provided by County to Subrecipient under this

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Agreement and any and all County data, documents, and information in Subrecipient's possession shall be returned to County within five (5) working days of the date of termination. In no event shall County's termination of this Agreement, for any reason, subject County to liability.

(a) Without Cause: This Agreement may be terminated, in whole or in part, without cause, by County upon thirty (30) days prior written notice to the Subrecipient.

(b) With Cause: County reserves the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, for the following reasons:

(1) Lack of, or reduction in, funding or resources in accordance with Section 26 (Fiscal Funding Clause);

(2) Non-performance by Subrecipient or Subrecipient's failure or inability to perform or substantially perform, for whatever reason, the services required under this Agreement;

(3) Subrecipient's improper, misuse or unsatisfactory performance of services under this Agreement;

(4) Subrecipient's failure to comply with the terms and provisions of this Agreement;

(5) Subrecipient's submission of invoices, data, statements and/or reports that are incorrect, incomplete, or false in any way;

(6) Subrecipient's failure to comply with County's reporting requirements, the program objectives, the terms, conditions, or standards of this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other requirement set forth in this Agreement;

(7) Subrecipient's failure to perform the work and services required by this Agreement within the time specified herein or any extension thereof;

(8) If Subrecipient becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

(9) Subrecipient's inability to perform under this Agreement due to judicial order, injunction or any other court proceeding.

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12. ASSURANCES, REPRESENTATIONS, AND WARRANTIES OF SUBRECIPIENT

12.1 Subrecipient assures and represents that any funding under this Agreement will not be used to supplant private, state, local, or other federal funds.

12.2 Subrecipient assures and represents that the person signing this Agreement on behalf of Subrecipient is authorized to execute this Agreement on SUBRECIPIENT's behalf and to legally bind Subrecipient to the terms of this Agreement.

12.3 Subrecipient assures that it will not expend funds from this Agreement to lobby Congress, the legislature, or any governmental agency.

12.4 Subrecipient assures that it does not and will not discriminate against any person on the grounds of race, creed, color, handicap, national origin, gender, sexual orientation, political affiliation, religion, or disability.

12.5 Subrecipient assures that it will comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

Additionally, the Parties agree to comply with Dallas County's **Title VI Nondiscrimination Assurances and Compliance**, which is attached hereto as **Exhibit F** and incorporated herein by reference.

12.6 Subrecipient assures that it will comply with all requirements and guidelines outlined in 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

12.7 Subrecipient assures that this Agreement will not be transferred, or otherwise assigned, or any interest in or any right, duty, or obligation under, or any claim arising under, without first obtaining the prior written approval from COUNTY.

12.8 Subrecipient assures that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization. SUBRECIPIENT assures that it is duly qualified to do business and in good standing in each jurisdiction in which it conducts business and is required to so qualify except where failure to do so is permitted by law.

12.9 Subrecipient is registered with the System for Award Management (SAM) and confirms

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that the Data Universal Numbering System (DUNS) and/or Universal Entity ID (SAM or UEI) number listed in **Exhibit E** is the correct such number for the Subrecipient as of the date hereof.

12.10 In providing services required by this Agreement, Subrecipient agrees to observe and comply with all grant requirements, licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, state, and local statutes, ordinances, rules, and regulations. Subrecipient's failure to comply with this assurance shall be treated as a default and/or breach of this Agreement.

12.11 Subrecipient, by acceptance of the terms of this Agreement, agrees and ensures that personnel providing the services hereunder are duly licensed and/or qualified to perform the required services. Subrecipient further agrees and ensures that all program and/or facility licenses or permits necessary to perform the required services are current and that County will be notified immediately if such licenses or permits become invalid during the Term of this Agreement.

12.12 Subrecipient agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

12.13 Subrecipient shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations and non-discrimination laws and regulations. When required, Subrecipient shall furnish County satisfactory proof of compliance therewith.

12.14 Subrecipient certifies that it is not aware of any conflicts of interest involving any Dallas County official or employee related to this Agreement or the services provided under this Agreement.

12.15 Subrecipient certifies that it is not currently involved, either directly or indirectly, with any litigation against or involving Dallas County.

12.16 Subrecipient will develop and implement a drug free workplace policy. Subrecipient will also require that all contracts between itself and subcontractors also comply with said requirements.

12.17 Subrecipient understands that reimbursement for costs under this Agreement shall be in accordance with all applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement.

12.18 Subrecipient, by executing this Agreement, hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from, or not subject to such a tax. A false statement concerning the Subrecipient's franchise tax status shall constitute grounds for termination of this Agreement at the sole option of the County.

Exhibit A

12.19 Subrecipient certifies to County that Subrecipient is not delinquent on the repayment of any federal, state, or local debt or other obligation.

12.20 Subrecipient certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local department or agency.

12.21 Subrecipient shall pay all subcontractors in a timely manner. County shall have no liability to any subcontractors in the event Subrecipient does not pay or delays payment to any subcontractors. At termination or expiration of this Agreement, Subrecipient shall deliver to County an affidavit of all bills paid. Final payment shall be contingent upon receipt of such affidavits as resolution of all accounting for which County is or may be liable under this Agreement.

12.22 Failure to comply with any of these assurances or any other requirements specified within this Agreement will put Contractor in default and/or breach of this Agreement and may result, at the sole discretion of County, in the disallowance of funds and the withholding of future awards, in addition to any other remedies permitted by law.

12.23 Subrecipient agrees to adhere to confidentiality requirements for the services performed for County under this Agreement, and any other confidentiality provisions or laws, whether federal or state, relating to the services being providing hereunder.

12.24 Under Section 231.006, Texas Family Code, Subrecipient certifies to Dallas County that Subrecipient is not delinquent in any child support obligations and therefore ineligible to receive payment under the terms of this Agreement. Subrecipient hereby acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.25 Subrecipient understands and agrees that the services being provided under this Agreement by Subrecipient are or may be subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended and the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") as stated in 45 CFR Part 160 and 45 CFR Part 164, requiring certain individuals and entities subject to the Privacy Standards to protect the privacy of certain individually identifiable health information ("PHI"), the Security Standards (the "Security Standards"), at 45 C.F.R. Parts 160 162 and 164, for the protection of electronic protected health information ("EPHI") and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"; collectively referred to herein as the "HIPAA Law". If necessary and/or applicable, Subrecipient agrees to strictly comply with the HIPAA Law and the regulations issued thereunder and to execute any documents that may be required by the HIPAA Law. Failure of Subrecipient to comply with the HIPAA Law if necessary and/or applicable shall be a default and/or material breach of this Agreement and may result, at the sole discretion of County in the immediate termination of this Agreement. **SUBRECIPIENT SHALL BE SOLELY LIABLE FOR ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, COSTS, AND/OR EXPENSES OF EVERY KIND AND NATURE RESULTING FROM OR ARISING UNDER THIS**

Exhibit A

AGREEMENT DUE TO NONCOMPLIANCE OR OTHER VIOLATION OF THE HIPAA LAW AND THE REGULATIONS ISSUED UNDER HIPAA.

12.26 Subrecipient agrees to comply with all applicable laws and regulations set forth in the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions signed May 12, 2021, which is attached hereto as **Exhibit A**.

12.27 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification attached to this Agreement as **Exhibit G - Appendix A, 44 C.F.R Part 18 “Certification Regarding Lobbying.”** 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

12.28 Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that 31 U.S.C. Ch. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to this Agreement.

12.29 Subrecipient acknowledges and recognizes that the source of the ARPA Funds is the allocation that Dallas County received from the U.S Department of the Treasury through the American Rescue Plan Act.

12.30 Subrecipient acknowledges and agrees that Subrecipient receives the ARPA Funds from County as a sub-recipient. As a subrecipient of ARPA Funds, Subrecipient acknowledges that its use of ARPA Funds is subject to the same terms and conditions as County’s use of such funds and the terms and conditions of this Agreement.

13. DEBARMENT AND SUSPENSION

Subrecipient certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal, state, or local laws, regulations, executive orders, department, or agency.

14. INDEPENDENT CONTRACTOR

Subrecipient, including its employees, agents or licensees, is an independent contractor and not an agent, servant, joint enterprise or employee of the County, and is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services covered under this Agreement, and shall be specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the contract requirements. There shall be no contractual relationship between any

Exhibit A

subcontractor, agent, employee, or supplier of the Subrecipient and the County by virtue of this Agreement.

15. NOTICE

Any and all notices, correspondence, requests, demands and other communications contemplated, called for, permitted, or required to be given under this Agreement shall be in writing, and will be deemed given on (a) the third business day after being deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested; (b) the first business day after being sent overnight by a recognized national overnight courier service; or (c) on the date personally delivered, with signed acceptance thereof by the person designated below in either case properly addressed to the other party at the address set forth below, or at such other address as such party will specify from time to time by written notice delivered in accordance herewith:

TO SUBRECIPIENT: Director of the Office of Homeless Services
Dallas City Hall
1500 Marilla Street, Room 6BN
Dallas, Texas 75201

And
City Manager
Dallas City Hall
1500 Marilla Street, Room 4EN
Dallas, Texas 75201

With a copy to
Dallas City Attorney's Office
General Counsel Division
Chief, Economic and Community Development Section
Dallas City Hall
1500 Marilla Street, Room 7EN
Dallas, Texas 75201

TO DALLAS COUNTY: Judge Clay Jenkins
Dallas County
500 Elm Street, Suite 7-G07
Dallas, Texas 75202

And
Commissioners Court Administration
Attn: Darryl Martin
500 Elm Street, Suite 7600
Dallas, Texas 75202

With a copy to:
Russell Roden
Chief, Civil Division

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Dallas County District Attorney's Office
500 Elm Street, Suite 6300
Dallas, Texas 75202

16. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. GOVERNING LAW AND VENUE

The validity and interpretation of this Agreement, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas and any applicable guidance from the Federal Government or Federal Agency. This Agreement is performable and enforceable in Dallas County, Texas where the principal office of County is located and the state or federal courts of Dallas County shall be the sole and exclusive venue for any litigation, special proceeding, or other proceeding as between the Parties that may be brought, or arise out of, in connection with, or by reason of this Agreement.

18. COMPLIANCE WITH LAWS

In providing services required by this Agreement, Subrecipient must observe and comply with all applicable federal, state, and local laws, statutes, regulations, and all requirements, including, the Award Terms, 2022 Interim Final Rule, 2022 Final Rule, and Compliance & Reporting Guidelines to the extent applicable, when using and disbursing ARPA Funds to recipients or when seeking reimbursement from the County.

19. TAXES, SALARIES, WAGES, AND EXPENSES RELATED TO THE SUBRECIPIENT'S EMPLOYEES

Subrecipient agrees that Subrecipient will be liable for compliance with all applicable federal, state, and local laws and requirements regarding: income tax, payroll tax, withholding, excise tax and any other taxes. Subrecipient shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees or other personnel used in the performance of this Agreement. Subrecipient accepts responsibility for purchasing any liability, disability or health insurance coverage deemed necessary by Subrecipient or required by law, and for providing federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage to Subrecipients employees or other personnel used in the performance of this Agreement. Subrecipient will not be treated as an employee of County with respect to the services performed under the terms and conditions of this Agreement for federal and state tax purposes. If Subrecipient is not a corporation, Subrecipient further understands that the Subrecipient may be liable for self-employment (social security) tax to be paid by Subrecipient according to law. Subrecipient must

Exhibit A

be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. County will not be responsible for payment of any of the above costs of Subrecipient. The Subrecipient further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under the Agreement.

20. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, novation, renewal, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition, or deletion to the terms of this Agreement which are required by changes in federal law, federal guidance, or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law or guidance.

21. NO ASSIGNMENT

Subrecipient may not assign its rights and duties under this Agreement without the prior written consent of County and approval of the Dallas County Commissioners Court, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent shall be null and void. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

22. SUBCONTRACTING

22.1 Subrecipient may not enter into agreements with subcontractors for delivery of the designated services outlined in this Agreement without prior written consent of and approval by County. The costs of all subcontracted services are included in the ARPA Grant distributed to the Subrecipient. Subcontracts entered into by the Subrecipient shall be in writing and subject to all requirements herein. Subrecipient agrees that it will solely be responsible to County for the performance of this Agreement. Subrecipient shall pay all subcontractors in a timely manner. County shall have the right to prohibit Subrecipient from using any subcontractor.

22.2 This Agreement sets out the agreements and obligations between County and Subrecipient only and does not obligate County in any way to any of Subrecipient's Subcontractors, nor to any other third party. This Agreement creates no third-party beneficiary rights as between County and any of Subrecipient's Subcontractors or any other party. Subrecipient has the sole responsibility for payment for services rendered by Subcontractors. County will not under any circumstances be liable to Subrecipient's creditors or Subcontractors for any payments under this Agreement. Subrecipient agrees to include notice of the requirements in this section in every Subcontractor agreement.

23. REMEDIES/WAIVER OF BREACH

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Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting Party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any term, covenant, condition, or violation of this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. Any waiver of any provision of this Agreement or violation thereof must be by a written instrument.

24. DEFAULT/CUMULATIVE RIGHTS/MITIGATION

It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Agreement are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Subrecipient has a duty to mitigate damages.

25. PREVENTION OF FRAUD AND ABUSE

Subrecipient shall establish, maintain, and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. Any known or suspected incident of fraud or program abuse involving Subrecipient's employees or agents shall be reported immediately to the County by Subrecipient. Moreover, Subrecipient warrants that it is not listed on a local, county, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. Subrecipient and County agree that every person who, as part of their employment, receives, disburses, handles, or has access to funds collected pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. Subrecipient shall, upon notice by County, refund expenditures of the Subrecipient that are contrary to this Agreement and deemed inappropriate by the County.

26. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Subrecipient shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Subrecipient at the earliest possible time.

Exhibit A

27. FEDERAL FUNDED PROJECT

This Agreement is funded in part by the federal government, as such Subrecipient agrees to timely comply, without additional cost or expense to County, unless otherwise specified herein, with any statute, rule, regulation, grant, contract provision or other state or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

28. FEDERAL ASSURANCES

Subrecipient understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Subrecipient represents that it is and will remain in compliance with all federal and state requirements as stated in **Exhibit H - Code of Federal Regulations – Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**.

29. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS

Intentionally Deleted.

30. CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Intentionally deleted.

31. CONFLICT OF INTEREST

No County official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this Section, with knowledge, express or implied, of the person or corporation contracting with the County shall render this Agreement involved voidable by the Commissioners Court of Dallas County. It is the responsibility of Subrecipient during all phases of this Agreement to notify the County in writing of any potential conflict of interest. Subrecipient covenants that neither it nor any member of its organization presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Subrecipient further covenants that in the performance of this Agreement no person having such interest shall be employed or appointed by the Subrecipient.

32. CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) FORM

Subrecipient assures that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code and has filed the CIQ form attached to Subrecipient's application with the Dallas County records administrator no later than the 7th business day after the date the Subrecipient becomes aware of facts that require the form to be filed. Completed forms are to be sent to the Dallas County Clerk at 500 Elm Street, Suite 2100 Dallas, Texas 75202.

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33. COUNTERPARTS, ELECTRONIC SIGNATURES, NUMBER, GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

34. ENTIRE AGREEMENT

This Agreement, including its Exhibits, and any documents referenced herein are incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written, and except as otherwise provided herein, this Agreement may not be modified without prior written agreement of the Parties.

35. NON-EXCLUSIVITY

This Agreement is non-exclusive and shall not in any way preclude County from entering into similar agreements or arrangements with other vendors, contractors, or from acquiring similar, equal or like goods or services from other entities or sources including state contracts.

36. BINDING EFFECT

This Agreement and the respective rights and obligations of the Parties hereto shall inure to the benefit and be binding upon the successors and assigns of the Parties hereto, as well as the Parties themselves.

37. SIGNATORY WARRANTY

The undersigned signatories for the Parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authorities to enter into this Agreement on behalf of their respective organizations and that the executions thereof are the acts of the parties involved and have been delivered and constitute legal, valid, and binding obligations of the respective Parties.

38. ACCEPTANCES

Exhibit A

By their signatures below, the duly authorized representatives of County and Subrecipient accept the terms of this Agreement in full.

[SIGNATURES ON FOLLOWING PAGE]

Exhibit A

EXECUTED by the duly authorized Parties on the date written below:

DALLAS COUNTY

CITY OF DALLAS

By: _____
Name: Clay Lewis Jenkins
Title: County Judge
Date: _____

By: _____
Name: T.C. Broadnax
Title: City Manager
Date: _____

RECOMMENDED:

RECOMMENDED

BY: Darryl Martin
Dallas County Administrator

BY: Christine Crossley
Director, Office of Homeless Solutions

APPROVED AS TO FORM*:
JOHN CREUZOT
DISTRICT ATTORNEY

APPROVED AS TO FORM:
TAMMY L. PALOMINO
INTERIM CITY ATTORNEY

BARBARA NICHOLAS,
CHIEF, CIVIL DIVISION

BY: Chong Choe
Assistant District Attorney
Dallas County DA's Office,
Civil Division

Lisa D. Mares
Assistant City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Exhibit A

EXHIBIT A
(Award Terms and Conditions)

Exhibit A

EXHIBIT B

Coronavirus State and Local Fiscal Recovery Funds 2022 Interim Final Rule

Exhibit A

EXHIBIT C

[Coronavirus State and Local Fiscal Recovery Funds 2022 Final Rule]

Exhibit A

EXHIBIT D

U.S. Department of Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds (version 4.1 dated June 17, 2022) (“Compliance & Reporting Guidelines”)

Exhibit A

EXHIBIT E

Statement of Work and Deliverables

City of Dallas and County of Dallas 4150 Independence Drive Project

City Council and the County Commissioners Court are entering into a Subrecipient Agreement in connection with the renovation and redevelopment of certain City-owned property and improvements located at 4150 Independence Drive (the "Project") to provide housing opportunities and supportive services for the City and County homeless, unsheltered or unstably housed individuals (the "Program"). This exhibit outlines the statement of work and deliverables for the Project and the Program.

In 2019 the Novel Coronavirus ("COVID-19") pandemic was declared a public health emergency in the United States in January 2020, in responding to the public health emergency and its negative economic impacts, State, local, and Tribal governments experienced substantial increases in costs to provide services, often amid substantial declines in revenue due to the economic downturn and changing economic patterns during the pandemic.

On March 11, 2021, President Biden signed into law H.R. 1319, a \$1.9 trillion supplemental appropriations bill commonly referred to as the American Rescue Plan, which funds are intended to provide additional federal resources for economic stimulus and recovery from the COVID-19 pandemic. Included in ARPA is \$350 billion for fiscal assistance to state, local, and tribal governments, with funds for municipalities distributed based on a modified Community Development Block Grant to build on and expand the support provided to these governments over the last year to respond to the negative economic impacts of the COVID-19 pandemic.

Statement of Work for the renovation, construction, and redevelopment of the Project-

ARPA Treasury guidance provides that the following are eligible costs: capital expenditures or investments in property, facilities, or equipment as long as they meet the standards for capital expenditures. This includes providing housing stability services that enable eligible households to maintain or obtain housing, such as housing counseling, fair housing counseling, case management related to housing stability, outreach to households at risk of eviction or promotion of housing support programs, housing-related services for survivors of domestic abuse or human trafficking, and specialized services for individuals with disabilities, vulnerabilities and seniors that support their ability to access or maintain housing (*E.C. 2.16 Long-term Housing Security: Services for Unhoused Persons*).

The parties commit to continue the regional partnership between the parties to commit public resources to redevelop the Property (as defined below) and provide supportive services for the City and County homeless, unsheltered or unstably housed at or below thirty percent (30%) of the Area Median Income (the "Project"), towards which the County will contribute **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00)** from ARPA SLFR Funds allocated to the County by the U.S. Department of Treasury. The County's total contribution to the Project and Program costs is **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00)**, (hereafter the "County ARPA Funds" or the "County funding participation"). The property and improvements are located at 4150 Independence Drive, Dallas, Texas (the "Property") in City Council District 8 and County Commissioner District Precinct 3 with an estimated 100 units.

Exhibit A

City's Role

1. Procure for the design and construction, and administration of the construction improvements of the Property.
2. Provide on-site, wrap-around services tailored to the program and/or property residents, including the Target Populations, per the scope of work co-developed by the City and County for at least calendar years 2024, 2025, and 2026.
3. The City shall develop and execute a solicitation to procure a vendor to provide housing opportunities for homeless, unsheltered or unstably housed, including the Target Populations, to the extent necessary.
4. The City shall be responsible for any Project cost overruns in excess of the County funding participation, subject to annual appropriation.
5. The City shall be responsible for any ongoing Program costs in excess of the County funding participation, subject to annual appropriation.
6. Such other terms and conditions as the parties agree are applicable and necessary, convenient or appropriate to serve the public purpose in compliance with Chapter 272 of the Texas Local Government Code.
7. Provide quarterly updates in January, April, July, and October to the County Administrator's Office regarding construction and program administration progress that include:
 - Number of individuals served
 - Disproportionately impacted communities served
 - Evidence-based interventions utilized

County's Role

1. Contribute the County ARPA Funds to the City for the renovation, construction, and redevelopment of the Property located at 4150 Independence Drive, Dallas, Texas, payable on a reimbursement basis.
2. Provide input regarding the specifications for procuring and administering the construction improvements and supportive services.

Scope of Supportive Services Provided by the City

The parties commit to provide housing and supportive services to homeless, unsheltered or unstably housed and co-develop a program for those at or below thirty percent (30%) of the Area Median Income (collectively, the "Target Populations") through increased supportive housing and services (the "Program").

- Eligible services may include but are not limited to case management, on-site supportive services, and/ or supportive housing.
- Workforce training, including a focus on the construction services industry.
- Financial education.
- Support homeless, unsheltered, or unstably housed at or below 30% of the Area Median Income by providing housing and supportive services to regional urban areas that have populations of 285,500 or more.
- Co-develop specifications for procurement documents to manage the property and/or provide supportive services with County and community input.
- Include programming through partnerships with the County and local organizations, which could include supportive service opportunities mentioned in the use description.

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- Have a preference for local vendors and a strong racial equity lens for both the awarded vendor(s) and programmatic proposal(s).
- Provide opportunities for second chance programs/apprenticeships to engage with site development and/or operations.
- Provide on-site, wrap around services tailored to the program and/or property residents, per the scope co-developed by the City and County, via extensive engagement with the local community.

Exhibit A

EXHIBIT F

[Title VI Assurances and Compliance]

Pursuant to Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4), the Regulations promulgated thereunder and the requirements thereunder, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, subcontractors, and subrecipients may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by Dallas County or by a County Division/Department that receives federal funds).

TITLE VI ASSURANCES/COMPLIANCE – APPENDIX A

A. Assurances

During the performance of this Agreement, the City of Dallas for itself, its assignees, and successors in interest (hereinafter referred to as the “Subrecipient”) agrees as follows:

1. **Compliance with Regulations:** To the extent applicable, the Subrecipient will comply with all laws and regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Subrecipient, with regard to the work performed by it during the Agreement Term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Subrecipient will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix 8 of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Subrecipient for work to be performed under a subcontract to provide the services under the Agreement, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Subrecipient of the Subrecipient's obligations under applicable law relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Subrecipient will provide all information and reports as may be required under any applicable laws and regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of the Treasury, U.S. Department of Transportation, and directives issued pursuant thereto and, to the extent required by such laws, regulations, and directives, will permit access to its books, records, accounts, other sources of information, and its facilities. Where any information required of Subrecipient is in the exclusive possession of another who fails or refuses to furnish the information, the Subrecipient will so certify to Client or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Subrecipient's noncompliance with the Nondiscrimination provisions of this Agreement, the Recipient will impose such contract sanctions as it or the applicable Federal agency including but not limited to the U.S. Department

Exhibit A

of the Treasury or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the Agreement until the Subrecipient complies; and/or
- b. cancelling, terminating, or suspending the Agreement, in whole or in part.

“Recipient” is the governmental unit that is the recipient of federal funds for the activity, project or program; Sponsor is the Recipient if it has received federal funds in connection with the activity, project or program.

6. **Incorporation of Provisions:** The Subrecipient will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless Exempt by the Acts, the Regulations and directives issued pursuant thereto. The Subrecipient will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for Noncompliance, provided, that if the Subrecipient becomes involved in or is threatened with litigation by a subcontractor, or supplier because of such direction, the Subrecipient may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Subrecipient may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this Agreement, the Subrecipient, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities to the extent Subrecipient is subject to such provisions; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Exhibit A

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, governmental entities must take reasonable steps to ensure that LEP persons have meaningful access to governmental programs {70 Fed. Reg. at 74087 to 74100};
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations and Warranties

The Subrecipient also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as subcontractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither Subrecipient or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are there any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI may file a formal discrimination complaint within **one hundred eighty (180) days** following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator at the following address:

Dallas County Human Resources
Dallas County Director of Human Resources and Title VI Coordinator
Records Building
500 Elm Street, Ste. 4100
Dallas, Texas 75202
Phone: 214.653.7638
Fax: 214.653.7608

Exhibit A

A copy of Dallas County Title VI Non-Discrimination Policy and Documents, and complaint forms may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530
1-888-848-5306

More information on Title VI is available from the Justice Department online at www.justice.gov. Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract bid/solicitation.

E. Enforcement

The Subrecipient affirmatively acknowledges that it will be subject to Title VI, the implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the Subrecipient acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

SUBRECIPIENT'S FULL NAME: _____

Signature, Authorized Representative of Subrecipient

Date

Exhibit A

EXHIBIT G

**(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended))
44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award Documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

Signature of Subrecipient's Authorized Official

DATE

Name and Title of Subrecipient's Authorized Official

Exhibit A

EXHIBIT H

(CODE OF FEDERAL REGULATIONS - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS)

Exhibit A

EXHIBIT I
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

[Intentionally Deleted]

Exhibit A

EXHIBIT J
(Insurance Requirements)

[Intentionally Deleted]