

**INTERLOCAL AGREEMENT
FOR SUPPORTIVE HOUSING AND SERVICES BY AND BETWEEN DALLAS
COUNTY AND CITY OF DALLAS**

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

THIS INTERLOCAL AGREEMENT FOR AFFORDABLE HOUSING DEVELOPMENT (“Agreement”) is made and entered into by and between the City of Dallas, Texas (“City”), a Texas municipal corporation primarily located in Dallas County, Texas, acting by and through its authorized officers and according to the authority granted by Sections 121.003(a) and (b) of the Texas Health and Safety Code, Chapter 791 of the Texas Government Code, and the Charter and ordinances of the City of Dallas, and other applicable state laws and regulations and the Dallas County, Texas (“County”), a political subdivision of the State of Texas, according to the authority granted by Sections 121.003(b) and 122.001 of the Texas Health and Safety Code, Section 81.027 of the Texas Local Government Code, Chapter 791 of the Texas Government Code (known as the Interlocal Cooperation Act), and other applicable statutes for the provision of services needed to support indigent and homeless citizens of Dallas County (hereafter, “Clients”). The County or the City may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City of Dallas (the “City”) recognizes the importance of, and has established as a public purpose, the creation and maintenance of emergency, transitional and affordable housing, improving housing security, and providing supportive services to the homeless and housing insecure, by Resolution No. 22-1011; and

WHEREAS, the City has a long-standing commitment to protecting the health and safety of Dallas’s homeless and housing insecure through medical services, supportive services, job training, temporary and permanent housing, and other emergent services; and

WHEREAS, as part of the \$362 billion in federal fiscal recovery aid allocated to state and local governments, \$65.1 billion was provided under the American Rescue Plan Act (“ARPA”), Coronavirus State and Local Fiscal Recovery (“SLFR”) Funds, codified as Social Security Act §§ 602 and 603, as added by section 9901 of ARPA (collectively, the “Act”) direct aid to counties, on June 1, 2021, the Dallas County Commissioners Court accepted and authorized the use of federal funds received by Dallas County (the “County”) and the CARES Act Coronavirus Relief Fund in the amount of \$511,918,088 via court order 2021-0573; and

WHEREAS, the County intends to utilize a portion of its allocation of ARPA SLFR funds for regional projects and programs that assist disadvantaged and underserved communities through housing support and infrastructure improvements; and

WHEREAS, the City and the County desire to address the needs of (1) the homeless, unsheltered, or unstably housed populations at or below thirty percent (30%) of the Area Median Income (the “Target Population”), by providing supportive housing and additional supportive services; and

WHEREAS, the County of Dallas (the “County”) also recognizes the importance of, and has established as a public purpose, the creation and maintenance of emergency, transitional and affordable housing, improving housing security, and providing supportive services to the homeless and housing insecure, by Order No. 23-_____; and

WHEREAS, the City and the County seek to support the Target Population by increasing housing opportunities and supportive services; and

WHEREAS, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments and political subdivisions of the State of Texas to Agreement with each other to perform certain “Governmental Functions and Services”, including administrative functions, in which the parties are mutually interested; and

WHEREAS, the Parties to this Agreement are mutually interested in the administrative Governmental Function and Service of development of supportive housing and services with a focus on the Target Populations; and

WHEREAS, the cooperation of the Parties is necessary to the performance of the Governmental Functions and Services; and

WHEREAS, this Agreement provides the purpose, terms, rights, and duties of the parties concerning the performance of the Governmental Functions and Services.

NOW, THEREFORE, for consideration and the mutual promises and covenants contained herein, this Agreement is hereby entered into by the City and the County, which agree as follows:

SECTION 1. AGREEMENT TERM

This Agreement is effective from the date last signed by the parties hereto through September 30, 2026 (the “Term”), unless terminated earlier per this Agreement.

SECTION 2. CITY'S HOUSING AND SUPPORTIVE SERVICES

A. **Redevelopment Projects.** The City shall provide 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 (the "Projects"). The Parties anticipate amending this Agreement to account for two or more additional supportive housing and/or supportive services projects. The Parties understand and agree that the additional projects must be: 1) identified; 2) approved by both the City Council and the County Commissioner's Court; and 3) pursuant to Section 3, have the necessary subrecipient agreements signed by the Parties, prior to December 31, 2024.

B. **Solicitation/Notice of Funding Availability.** The City and County will co-develop specifications for a notice of funding availability or solicitation to manage each housing project and/or provide supportive services. In issuing a notice of funding availability or solicitation, the City will indicate a preference for local vendors and a strong equity lens. In addition, the City will directly or indirectly provide opportunities for second chance programs/apprenticeships to assist with managing each housing project and/or provide supportive services. The County will inform the City of its obligations as a subrecipient according to the Act, the SLFR Award Terms and Conditions, the SLFR and Applicable Laws and Regulations. Additionally, the County will assist the City in informing subrecipients and contractors of any obligations according to the Act, the SLFR Award Terms and Conditions, the SLFR, and any other applicable laws and regulations.

C. **Reporting.** The City shall supervise this Agreement's performance and make quarterly written reports to County.

D. **Community Engagement.** For each Project, before seeking funding from County, the City shall address any community concerns via engagement with the local community.

E. **Related Services.** The City shall employ personnel, perform administrative actions, and provide other services necessary to perform its duties under the Agreement.

SECTION 3. COUNTY'S PAYMENT

The County shall pay the City an amount not to exceed **TEN MILLION DOLLARS** (\$10,000,000) ("County Funds") of County ARPA SLFR funds to develop permanent supportive housing and services, with the Agreement that the County will reimburse the City for expenses not to exceed \$2,500,000 per Project (for a subtotal of \$10,000,000) for the Projects, as long as each Project is located within the current geographical boundary of each Dallas County Commissioner's District. Funding shall be contingent upon fully developed project proposals for each Project listed under Section 2.A., and each Project must be mutually agreed upon by the County Commissioners Court and the City. Furthermore, each such proposal will require a separate agreement between

the City and the County to incorporate the requirements and conditions for utilizing federal American Rescue Plan Act (“ARPA”) grant funds under the ARPA/SLFR Award Terms and Conditions, the Act and the SLFR Regulations. (See **Exhibit A** for a Sample Subrecipient Agreement). Subject to annual appropriation, the City shall be responsible for any cost overruns per Project and ongoing Services costs above the County Funds.

SECTION 4. TERMINATION

A. **Without Cause.** Either Party to this Agreement may terminate its participation for any reason upon sixty (60) days written notice, except that the County shall pay for Services provided by the City up to the date of termination.

B. **With Cause.** The County may 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;
- (2) the City’s breach of this Agreement;
- (3) the City’s improper or misuse of funds or resources;
- (4) the City’s submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way; or
- (5) any combination of (1) through (4).

C. In no event shall the County’s termination of this Agreement, for any reason, subject either Party to liability.

D. The City may terminate this Agreement immediately if County has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this Section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

SECTION 5. TIMING

Time is of the essence, and the City's ability to timely perform is a material inducement to the County. The City understands and agrees that delays in the completion of the Project that require subsequent County Commissioners' action may result in further long-term delays. Upon acceptance of these terms, a progress report from the City of Dallas and Dallas County for this Project will be scheduled. The scheduling of these meetings for the Project is yet to be determined. The City of Dallas determines the scheduling of the City.

SECTION 6. LIABILITY

The County and the City, including their respective employees, elected officials, agents, and subcontractors, agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of the performance of this Agreement, without waiving any sovereign immunity, governmental immunity, or defenses available to County or City under Texas and other applicable laws. County and City agree that any liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, elected officers, agents, or subcontractors, shall be determined in accordance with comparative responsibility laws of Texas. Nothing in this paragraph shall be construed to create or grant any contractual or otherwise rights in or to any third persons or entities.

SECTION 7. 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 costs of such insurance, all deductible amounts in any policy, and any denials of coverage made by its respective insurers.

SECTION 8. RIGHTS AND OBLIGATIONS OF ALL PARTIES TO THIS AGREEMENT

A. Each party to this Agreement hereby:

- (1) Agrees that the development of supportive housing and services is for a public purpose; and
- (2) Agrees that the administration of and participation in developing supportive housing and services constitutes Governmental Functions and Services.

B. The Parties to this Agreement agree that the housing projects covered by this Agreement may be modified with the Parties' written agreement hereto.

SECTION 9. FORMAL APPROVAL

This Agreement, and any amendment hereto, is expressly subject to and contingent upon formal approval by the governing bodies of the Parties.

SECTION 10. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the parties hereto and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 11. NON-ASSIGNMENT

The Parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the other Party.

SECTION 12. RESPONSIBILITY

The Parties to this Agreement shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate Agreements. In the event of joint and concurrent negligence of the Parties to this Agreement, responsibility, if any, shall be apportioned comparatively per the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the Parties under Texas law.

SECTION 13. NOTICES

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to the other may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice per this section. Mailed notices shall be deemed communicated three (3) days after mailing.

To County:

Dallas County Judge
Dallas County Administration Building
500 Elm Street, 7th Floor
Dallas, Texas 75202

w/a copy to:

Chong Choe
Dallas County District Attorney's Office –
Civil Division
500 Elm Street, Suite 6300
Dallas, Texas 75202

To City:

Director
City of Dallas
Department of Housing/Community Services
1500 Marilla Street, Room 6DN

Dallas, Texas 75201

w/a copy to:

City Attorney's Office
City of Dallas
Economic and Community Development Section
1500 Marilla Street, Room 7DN
Dallas, Texas 75201

SECTION 14. CONFLICT OF INTEREST

No City or County official or employee shall have any financial interest, direct or indirect, in any contract with the City or County, or be financially interested, directly or indirectly. Moreover, within one year after the termination of the agreement, a City or County official or employees' duties, a former city or county official or employee shall not have any financial interest, direct or indirect, in any discretionary contract with the City or the County.

SECTION 15. PUBLIC INFORMATION

The Parties understand and agree that they are required to comply with Texas Government Code, Chapter 552, commonly referred to as the Texas Public Information Act ("TPIA") as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas ("OAG") when responding to records requests made under the TPIA. Nothing in this Agreement shall require either Party to fund, reimburse, institute or participate in any litigation relating to a request for information that the other Party considers confidential. The Parties agree to comply with the TPIA, a subpoena, court order, search warrant, or other legal process.

SECTION 16. MISCELLANEOUS

A. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

B. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters outlined in this Agreement. This Agreement may be modified or amended only by written agreement of the parties, to be attached to and made a part of this Agreement; however, any changes to the terms of this Agreement that are required by changes in federal, state, or local law or regulations will be automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

C. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

D. GOVERNMENT FUNDED PROJECT

If this Agreement is funded in part by either the State of Texas or the federal government, City agrees to timely comply without additional cost or expense to County, unless otherwise specified herein, to 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.

E. SEVERABILITY

If any provision of this Agreement is construed to be illegal, invalid, void, or unenforceable, this construction shall not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

F. FISCAL FUNDING CLAUSE

Notwithstanding any provisions in this Agreement, the County's obligations under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of this Agreement and any pertinent extensions. The City shall not have a 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. If the 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 City at the earliest possible time before the end of its fiscal year.

G. DEFAULT AND RIGHT TO CURE

If either Party is found to be in default of this Agreement, such Party shall have 90 days after written notice to cure default.

H. SOVEREIGN IMMUNITY

This Agreement is expressly made subject to City's governmental immunity and County's sovereign immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable state and federal laws. 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 or a waiver of any tort limitation that City or County has by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third-party beneficiary.

I. COMPLIANCE WITH LAWS

In providing services required by this Agreement, City shall observe and comply with all 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.

J. CHOICE OF LAW AND VENUE

Texas law shall govern this Agreement and venue shall lie exclusively in the state and federal courts of competent jurisdiction in Dallas County, Texas.

K. RELATIONSHIP OF PARTIES

The City is an independent contractor and not an agent, servant, joint enterpriser, joint venture, or employee of the County. City and County agree and acknowledge that each entity shall be responsible for its acts, forbearance, negligence, and deeds and for those of its agents, servants, joint ventures, or employees in conjunction with the performance of work covered under this Agreement.

L. CONTRA PREFERENTEM

The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the Party who drafted the Agreement and such Party shall not be responsible for the language used.

M. ASSIGNMENT

Neither Party may transfer or assign its interest in this Agreement without the prior written consent of the non-assigning Party except as provided herein. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court.

N. CITY COUNCIL; COUNTY COMMISSIONERS COURT

Each party acknowledges and agrees that deadlines and additional conditions may be imposed by the governing body of such party and, once established, except for the provisions, shall require further action of such governing body to modify such deadlines and additional conditions. Except for the provisions outlined in this Agreement, each Party understands and agrees that any change in the scope or timing of the Project is subject to the approval of the governing body of each party. Each Party's commitments to the Project are likely to be re-evaluated at that time if Project completion is delayed or if the scope of the Project is reduced in any manner.

O. CONTINUING OBLIGATIONS

All obligations of this Agreement which expressly or by their nature survive the expiration, termination, or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination, or transfer until such are satisfied in full or by their nature expire.

P. SIGNATORY WARRANTY

City and County represent that each has the full right, power, and authority to enter and perform this Agreement under all of the terms and conditions herein and that the execution and delivery of this Agreement is made by authorized representatives of the Parties to validly and legally bind the Parties to all terms, performances, and provisions outlined in this Agreement.

[SIGNATURE PAGES FOLLOW]

Executed this ____ day of _____, 2023, by City, signing by and through its City Manager, duly authorized to execute same by City Council Resolution No. 23-____ adopted on _____, 2023.

CITY OF DALLAS:

T.C. Broadnax
City Manager

APPROVED AS TO FORM:

Tammy L. Palomino
Interim City Attorney

By: _____
Deputy City Manager
Kimberly Bizer Tolbert

By: _____
Assistant City Attorney *LM*

RECOMMENDED:

BY: _____
Christine Crossley, Director
Office of Homeless Solutions

DELETED

Executed this _____ day of _____, 2023, by **Dallas County**, signing by and through its Judge, duly authorized to execute same by Commissioner's Court Order No. _____ on _____, 2023.

DALLAS COUNTY (COUNTY)

By: _____
Clay Lewis Jenkins
Dallas County Judge

DATE: _____

RECOMMENDED:

BY: _____
Gordon Hikel
Assistant County Administrator

***Approved as to Form:**

JOHN CREUZOT
DISTRICT ATTORNEY

Chong Choe
Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE AGREEMENTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, AGREEMENT, 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 CLIENT'S BENEFIT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR RESPECTIVE ATTORNEY(S).**

EXHIBIT A
Sample Subrecipient Agreement

DELETED