

EXHIBIT A

City of Dallas and County of Dallas 4150 Independence Drive and Homeless Youth Program Interlocal Agreement - Key Terms, Conditions and Obligations

City Council and the County Commissioners Court seek to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (the “interlocal agreement”) in connection with the redevelopment of certain City-owned property located at 4150 Independence Drive (the “Project”) and a partnership to provide for housing opportunities for unsheltered youth (ages 18-24) with a focus on LGBTQIA+ (the “Program”). This exhibit outlines key terms, conditions and obligations of the City and the County to be included in the interlocal agreement.

A. Background

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.

ARPA Treasury guidance provides that the following are eligible cost: responses to the negative economic impacts of the pandemic include “rent, mortgage, or utility assistance and counseling and legal aid to prevent homelessness.” This includes 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.

B. Parties

City of Dallas, a Texas municipal corporation primarily located in Dallas County, and Dallas County, a political subdivision of the State of Texas (individually, a “party”, and collectively, the “parties”).

C. Redevelopment Project

The parties commit to continue the regional partnership between the parties to commit public resources to redevelop the Property 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 approximately \$6,500,000 from ARPA SLFR Funds allocated to the County for the Project. While the initial estimated cost for the Project is \$6,500,000, the County’s total contribution to the Project and Program costs shall not exceed \$10,000,000 (the “Funds” or the “County funding participation”). The Project is further described below:

4150 Independence Drive

- City of Dallas Council District 8
- Dallas County Commissioner District 4
- 108 units

Use

- Affordable and supportive housing

City’s Role

- Procure for the design and construction, and administration of the construction improvements of the Property
- 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

County’s Role

- Contribute approximately \$6,500,000 to redevelop 4150 Independence Drive property
- Provide input regarding the specifications for the procurement and administration of the construction improvements

D. Homeless Youth Program

The parties commit to provide housing and supportive services to homeless, unsheltered or unstably housed and co-develop a program for unsheltered youth, with a focus on LGBTQIA+ youth at or below thirty percent (30%) of the Area Median Income (collectively, the “Target Populations”) through increased supportive housing and services (the “Program”), towards which the County will contribute the remaining balance of the Funds (approximately \$3,500,000) for both the Project and the Program. While the initial estimated available funds for the Program is \$3,500,000, the County’s contribution to the Project and Program costs shall not exceed the County participation level. The Program requires (i) the City to partner with the County to provide funding for supportive housing and services via solicitation to procure a vendor, which the City will oversee, in service to

the unsheltered youth portion of the Target Populations in furtherance of the public purpose; and (ii) cooperate in furtherance of such public purpose.

Supportive Services

- 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 construction services industry
- Financial education
- Violence interrupters

City's Role

- Support homeless, unsheltered or unstably housed youth 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
- 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

County's Role

- Contribute approximately \$3,500,000 to provide direct supportive services to the Target Populations for the Program
- Provide input regarding the specifications for the solicitation to procure a vendor
- Inform the City of its obligations as a subrecipient pursuant to the final guidance issued by the U.S. Department of the Treasury, as may be amended

E. Interlocal Agreement Terms, Conditions and Obligations

The salient terms of the interlocal agreement between the parties to redevelop the Property and provide supportive housing and services for the Target Population. The parties shall declare it a public purpose in furtherance of a regional partnership to commit public resources to serve the needs of the City and County homeless population at or below thirty percent (30%) of the Area Median Income, including youth (18 – 24 years of age) with a focus on LGBTQIA+, including supportive services, and ongoing cooperation in furtherance of such public purpose.

- The City shall commit the Property for redevelopment to provide supportive

- services and housing.
- The City shall commit to working with the County to develop specifications for the Program, a solicitation to procure a vendor.
 - The City shall develop and execute a solicitation to procure a vendor to provide housing opportunities for homeless, unsheltered or the unstably housed, including the Target Populations.
 - The County shall provide \$10,000,000 of County ARPA SLFR funds to the Project and the Program. An initial estimate for the Project is \$6,500,000; accordingly, an initial estimate for the Program is \$3,500,000.
 - The City shall be responsible for any Project cost overruns in excess of the County funding participation, subject to annual appropriation, as described in the interlocal agreement.
 - The City shall be responsible for any ongoing Program costs in excess of the County funding participation, subject to annual appropriation, as described in the interlocal agreement.
 - Such other terms and conditions as the parties agree are necessary, convenient or appropriate to serve the public purpose in compliance with Chapter 272 of the Texas Local Government Code.

1. 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 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. Scheduling of these meetings for the Project is yet to be determined. The City of Dallas determines the scheduling of the City.

2. 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 performance of this Agreement, without waiving any sovereign immunity, governmental immunity, or defenses available to County or City under Texas and other applicable laws. The County and City agree that any liability or damages occurring during the performance of the interlocal 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 section shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

3. 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.

4. Public Information

The City and the County understand and agree that each party must 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 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 to be confidential. The Parties agree to comply with the TPIA, a subpoena, court order, search warrant, or other legal process.

5. Government Funded Project

For any portion of the interlocal agreement funded by either the State of Texas or the federal government, the parties agree to timely comply without additional cost or expense to the other party, 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 the interlocal agreement.

6. Fiscal Funding Clause

Notwithstanding any provisions contained in interlocal agreement, each party's obligations are expressly contingent upon the availability of funding for each item and obligation for the term of the interlocal agreement and any pertinent extensions. Neither party shall have a right of action against the other party in the event such party is unable to fulfill its obligations under the interlocal agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund the interlocal agreement or failure to budget or authorize funding for the interlocal agreement during the current or future fiscal years. In the event that a party is unable to fulfill its obligations under the interlocal agreement as a result of lack of sufficient funding, or if funds become unavailable, a party, at its sole discretion, may provide funds from a separate source or may terminate the interlocal agreement by written notice to the other party at the earliest possible time prior to the end of its fiscal year.

7. Sovereign Immunity

The interlocal agreement is expressly made subject to the City's governmental immunity and the 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 the interlocal 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 the interlocal agreement is intended to benefit any third-party beneficiary.

8. Compliance with Laws

In providing services required by the interlocal agreement, each party 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.

9. Assignment

Neither party may transfer or assign its interest in the interlocal agreement without prior written consent of the non-assigning party except as provided herein. Each party's approval to transfer or assign such party's interest in the interlocal agreement is subject to formal approval by its respective governing body.

10. 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, with the exception of the provisions shall require further action of such governing body to modify such deadlines and additional conditions. With the exception of the provisions set forth in the interlocal 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.

11. 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.