



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 13

DATE: 1/14/2025

SUBJECT: CONSIDERATION OF A HOME INVESTMENT PARTNERSHIPS PROGRAM – AMERICAN RESCUE PLAN COMMITMENT AGREEMENT BETWEEN TARRANT COUNTY AND MY HEALTH MY RESOURCES OF TARRANT COUNTY FOR THE PROVISION OF SUPPORTIVE SERVICES TO QUALIFYING POPULATIONS

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider a HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) Commitment Agreement between Tarrant County and My Health My Resources of Tarrant County (MHMR) for the provision of supportive services to qualifying populations.

BACKGROUND

On March 11, 2021, the American Rescue Plan (ARP) was signed into law, providing more than \$1.9 trillion in relief to address the continued impact of the pandemic on the economy, public health, state and local governments, individuals, and businesses. To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARP funds to be administered through the HOME Investment Partnerships Program (HOME) to perform activities that must primarily benefit qualifying individuals and families who are homeless, at-risk of homelessness, or other vulnerable populations.

On June 18, 2024, the Commissioners Court, through Court Order #143320, approved the Program Year (PY) 2024 Action Plan (Plan) for Tarrant County. The Plan stated that Tarrant County would work with community partners to carry out HOME-ARP eligible supportive services.

This agreement commits HOME-ARP funds to MHMR for the direct provision of supportive services including food, mental health services, outreach services, substance abuse treatment services, and case management to assist eligible households. MHMR will be reimbursed for eligible expenses as outlined in the agreement, not to exceed \$1,769,074.00. The agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years.

This agreement has been approved as to form by the Criminal District Attorney’s Office.

FISCAL IMPACT

Funding in the amount of \$1,769,074.00 is available through HOME-ARP grant #M21-DP480200.

SUBMITTED BY	Community Development	PREPARED BY:	Marguerite Allen
		APPROVED BY:	James McClinton

STATE OF TEXAS §
§
TARRANT COUNTY §

HOME-ARP COMMITMENT AGREEMENT FOR SUPPORTIVE SERVICES

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has allocated funds through the American Rescue Plan Act (ARP) to support the development and implementation of affordable housing and supportive services programs for individuals and families experiencing homelessness or at-risk of homelessness; and

WHEREAS, Tarrant County has been awarded these ARP funds through the HOME Investment Partnerships Program (HOME-ARP) to carry out these programs as outlined in the HOME-ARP guidelines; and

WHEREAS, Tarrant County has developed an Allocation Plan to utilize the HOME-ARP funds to provide supportive services under the McKinney Vento and other essential support to individuals and families identified as eligible for assistance under the HOME-ARP program; and

WHEREAS, the parties to this Agreement recognize the importance of ensuring that the HOME-ARP funds are utilized effectively and in accordance with federal regulations and program requirements to achieve the intended outcomes of these supportive services; and

WHEREAS, Tarrant County and My Health My Resources of Tarrant County (MHMR) have agreed to enter into this Agreement pursuant to 24 CFR 92.504 to formalize expectations for implementation of the supportive services funded through HOME-ARP funding.

NOW, THEREFORE, THIS CONTRACT FURTHER WITNESSETH:

I. Purpose and Amount of Funds Committed

The express purpose of this Agreement is for Tarrant County to commit **\$1,769,074.00** in HOME-ARP funding to provide supportive services to qualifying populations in compliance with the terms of this Agreement and the regulations described herein.

II. Use of Funds

These funds will be used for eligible costs for the direct provision of services as dictated in the Project Summary prescribed in “**Exhibit A.**” No funding will be provided beyond the Term specified in this Agreement, unless otherwise amended.

III. Eligibility Requirements

Supportive services may be provided to individuals and families who meet the definition of a “qualifying population” (the “QP”) under Section IV of Notice CPD-21-10 (the “Notice”) and who are not already receiving these services through another program (the “program clients”).

IV. Supportive Services Waiting List

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V. Affirmative Marketing and Non-discrimination

MHMR shall adopt affirmative marketing procedures. Appropriate affirmative marketing procedures include but are not limited to actions to provide information and otherwise attract eligible households from all racial, ethnic, religious, and gender groups to the HOME-ARP funded initiative. These procedures must include methods for informing the public, owners, and potential households as to ensure all individuals, without regard to race, color, national origin, religion, sex, familial status, or disability are given an equal opportunity to participate. MHMR will be solely responsible for the effective marketing responsibilities necessary to achieve the goals set forth in **Exhibit A**.

VI. Payment

Tarrant County will make HOME-ARP funds available to MHMR for eligible expenses reflected in **Exhibit A** and in accordance with the terms and conditions outlined below.

Tarrant County approves and pays invoices within 30 days of receipt of a complete and accurate request. Errors in the request, including insufficient documentation, may result in payment delays. MHMR is responsible for submitting a complete and accurate request. Payment is considered made on the date postmarked.

Each request for payment must contain the following supporting documentation:

- a. Signed and dated letter from the chief executive officer requesting reimbursement for HOME-ARP eligible expenses by category and request number (e.g., First Request, Second Request); and
- b. Report 1 – Financial Reporting, as described below; and
- c. Report 2 – Data Collection and Tracking, as described below.

VII. Report 1 - Financial Reporting

MHMR must submit detailed financial reports to Tarrant County as required to track expenditures and ensure HOME-ARP funds are used appropriately. This report must be submitted along with the data requirements in the following section within 30 days of the end of the month (e.g., May report must be submitted by June 30) to ensure HOME-ARP compliance. These reports serve as the basis for reimbursement requests and should include backup detail for each expense (e.g., direct deposit confirmations, proof of payment, receipts, timesheets).

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MHMR must collect and report data on the beneficiaries of HOME-ARP funds, including demographics, ethnic group, income levels, household size, whether the household is experiencing homelessness, type of QP(s), and other relevant information requested by Tarrant County to evaluate the program’s impact, such as progress toward service goals.

IX. Compliance with Laws

In providing the services required by this Agreement, MHMR must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and

regulations, and non-discrimination laws and regulations. MHMR shall be responsible for ensuring its compliance with any laws and regulations applicable to Agreement activities.

X. Compliance of HOME-ARP Program Requirements

The parties agree to comply with all requirements set forth in the Notice, as applicable to supportive services projects.

XI. Applicability of Uniform Administrative Requirements and Financial Controls

The requirements of 2 CFR Part 200, as amended, apply to organizations receiving HOME-ARP funds, except for provisions specified in the Notice.

MHMR will develop, implement, and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, eligibility of costs, and timely and appropriate audits and resolution of any findings.

MHMR will maintain an effective accounting system, which will:

- a. Identify and record detailed transactions in the appropriate accounting period in which transactions occurred.
- b. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with the Agreement requirements.
- c. Adequately identify the source and application of funds in each grant Agreement.
- d. Generate current and financial reports in accordance with Agreement requirements.

XII. Conflicts of Interest

- a. MHMR ensures that it presently has no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.
- b. No officer, member, or employee of Tarrant County, and no public official of the governing body of the locality or localities in which the activities set forth in this Agreement are carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of these activities, shall participate in any decision relating to this Agreement which affects their personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- c. MHMR ensures that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. MHMR covenants that in performance of this Agreement no person having such interest shall be employed.
- d. No member of or delegate to the U.S. Congress shall be admitted sharing any part hereof or to any benefit to arise here from.

XIII. Project Records and Records Retention

MHMR shall maintain accurate records of all activities funded by HOME-ARP funds and shall make such records available for inspection by HUD, Tarrant County, or their designees upon request. Types of records include financial records, case files, program records, compliance records, all agreements, and amendments. These records must be kept for a minimum of five (5) years from the date of the submission of the final expenditure report.

XIV. Electronic Records

Electronic records are acceptable if they meet the same retention requirements and can be reliably accessed and retrieved.

XV. Integrated Disbursement and Information System (IDIS)

Tarrant County will use IDIS to administer its HOME-ARP funds. Within 10 business days of this Agreement, Tarrant County will complete necessary activity set-up in IDIS. Upon receipt of appropriate documentation and after shepherding through any necessary approval processes, Tarrant County will process reimbursement request disbursements of HOME-ARP funds from its Treasury account and collect and report information on the use of HOME-ARP funds through IDIS.

XVI. Monitoring

Tarrant County will periodically monitor MHMR to ensure all activities funded with HOME-ARP are compliant, including all file documentation pertaining to the implementation of this Agreement. Monitoring may include audits, site visits, physical inspections, and/or interviews. MHMR shall fully cooperate with Tarrant County in monitoring the effectiveness of the work to be performed in compliance with the terms of this Agreement.

XVII. Corrective and Remedial Actions

Corrective or remedial actions for a performance deficiency will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence. Tarrant County and/or HUD may impose corrective or remedial actions, including potential repayment of ineligible funds, or recommend technical assistance as necessary or required.

XVIII. Amendments

This Agreement constitutes the entire agreement between the parties, and all prior negotiations are merged into this Agreement. Any amendment, change, or addition to this Agreement shall be made only in writing and signed by both parties.

XIX. Availability of HOME-ARP Funds

If grant funds for Tarrant County are insufficient to cover the cost of this Agreement, Tarrant County may terminate this Contract without penalty upon providing written notice to MHMR. No funds will be committed or available for any activities under this Agreement before the completion of the environmental review and approval of the Requests for Release of Funds and Certification (RROF/C), as applicable.

XX. Annual Fiscal Condition Precedent

The parties acknowledge and agree that Tarrant County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for Tarrant County’s fiscal years subsequent to that in which funds for this Agreement are first allocated, Tarrant County may immediately and without penalty, terminate this Agreement; provided, however that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

XXI. Force Majeure

Tarrant County is not responsible for any damage or delay caused by fire, wind, hail, or water, or any act of God, vandalism, pandemic, or political disturbance.

XXII. No Transfer

The parties to this Agreement will not sell, assign, transfer, or convey any benefits or obligations of this Agreement in whole or in part without the prior written consent of both parties. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement. It is agreed that Tarrant County has the right to inspect and approve in writing any proposed subcontracts between MHMR and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

XXIII. No Waiver of Immunity and Third Party

This Agreement shall not be interpreted to confer any benefit to a third party not party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party’s agent, or party’s employee, otherwise provided by law.

XXIV. Boycott and Anti-terrorism Statues

MHMR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2272 of the Texas Government Code as follows:

- a. In compliance with Section 2271.001 et seq of the Texas Government Code, MHMR verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. “Boycott Israel” is defined in Section 808.001(1) of the Texas Government Code.
- b. In compliance with Section 2252.151 et seq. of the Texas Government Code, MHMR warrants and represents that: (1) neither MHMR nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither MHMR nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither MHMR nor any of its

affiliates engages in scrutinized business operations with designated foreign terrorist organizations. “Scrutinized business operations in Sudan” is defined in Section 2270.0052 of the Texas Government Code. “Scrutinized business operations in Iran” is defined in Section 2270.0102 of the Texas Government Code. “Scrutinized business operations with designated foreign terrorist organizations” is defined in Section 2270.0152 of the Texas Government Code. MHMR further represents and warrants that neither MHMR nor any of its affiliates appears on any of the Texas Comptroller’s Scrutinized Companies List.

- c. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 13), MHMR verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. “Boycott energy company” is defined in Section 809.001(1) (added by 87th Legislature, SB 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described in subsection (3).

- d. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 19), MHMR verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade organization. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, SB 19) and means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The term does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

XXV. Form 1295 Acknowledgement

MHMR acknowledges that it is a “governmental entity” and not a “business entity” a those terms are defined by the Texas Government Code 2252.908 and therefore no disclosure of interested parties pursuant to Texas Government Code 2252.908 is required.

XXVI. Invalidity

If any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

XXVII. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

XXVIII. Section Headings

The headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

XXIX. Dispute Resolution

- a. In the event of any dispute, controversy, or claim relating to this Agreement, the parties first seek to resolve the dispute through good faith negotiation. Each party shall appoint a representative with authority to resolve the dispute, and the parties shall meet within ten (10) business days after written notice of the dispute to attempt to resolve it.
- b. During the dispute resolution process, both parties shall continue to perform their respective obligations under this Agreement, except to the extent that performance is directly related to the dispute.
- c. Each party shall bear its own legal fees and costs associated with the dispute resolution process.

XXX. Termination

Tarrant County may terminate this Agreement if MHMR fails to comply with the terms and conditions herein, subject to a 60-day notice period to remedy any non-compliance. Upon termination, MHMR shall return any unexpended funds to Tarrant County within 30 calendar days. Additionally, MHMR may terminate this Agreement if they are unable to comply with the terms and conditions here, subject to a 30-day notice period. Tarrant County will not be responsible for any reimbursement requests received after the termination date.

XXXI. Governing Law and Venue

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of

Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

XXXII. Debarment and Suspension

MHMR certifies that neither it, nor any of its principals, is currently debarred, suspended, proposed for debarment, or declared ineligible from participating in federal programs or activities under any federal statutes or regulations. This certification is based on review of the System for Award System Management (SAM) database (www.sam.gov). MHMR agrees to maintain current registration in SAM.gov throughout the term of this Agreement and ensure that either it nor its principals become debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. MHMR shall immediately notify Tarrant County in writing if it, or any of its principals, is debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. MHMR shall be liable for any costs or damages incurred by Tarrant County because of such termination.

XXXIII. Indemnification

MHMR, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AGREE TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS TARRANT COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF AGREEMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), WHETHER KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") INCURRED BY TARRANT COUNTY ARISING OUT OF, OR ON ACCOUNT OF, OR RESULTING FROM, ANY CLAIM AGAINST TARRANT COUNTY TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE CAUSED BY: (a) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S NEGLIGENT ACTS OR OMISSIONS; (b) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S INTENTIONAL OR WILLFUL MISCONDUCT; (c) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S BREACH OR VIOLATION OF APPLICABLE FEDERAL OR STATE LAW; (d) BREACH OF MHMR'S OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT; (e) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S DEFAULT IN THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT; OR (f) ANY COMBINATION OF ABOVE.

XXXIV. Notice

Any written notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO TARRANT COUNTY:
Tarrant County Community Development
2501 Parkview Dr., Ste. 420
Fort Worth, TX 76102

TO MHMR:
My Health My Resources of Tarrant County
Attn: Susan Garnett
3840 Hulen St.
Fort Worth, TX 76107

XXXV. Term

This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years. Extensions to this deadline must be made in writing and will be considered on a case-by-case basis. Tarrant County reserves the right to deny extensions if MHMR fails to meet expectations outlined in this Agreement. In no circumstance will Tarrant County grant extensions beyond September 30, 2030. After September 30, 2030, any HOME-ARP funds remaining will be cancelled and not available for obligations, reimbursement, or expenditure for any purpose.

XXXVI. Entire Agreement

This Agreement contains all the commitments and agreements between Tarrant County and MHMR regarding this project.

The remainder of this page is intentionally left blank.

SIGNED AND EXECUTED this _____ day of _____, 2025.

TARRANT COUNTY
STATE OF TEXAS

MY HEALTH MY RESOURCES OF
TARRANT COUNTY

See separate signature page

Tim O'Hare, County Judge

Signed by:
Susan Garnett

2D4516E5EA1E4C1...
Susan Garnett, Chief Executive Officer

APPROVED AS TO FORM

CERTIFICATION OF AVAILABLE
FUNDS

Craig Price

District Attorney's Office*

Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts to form for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Exhibit A – Program Summary

Summary

Amount of HOME-ARP Funding	\$1,769,074.00
Source of Funds	M21-DP480400
Project Description	Funding for staffing and food to provide supportive services at the jail diversion center
Uses of HOME-ARP Funds	Salary and benefits packages for supportive services staff and food for program participants
Supportive Services Type	Food, mental health services, outreach services, substance abuse treatment services, and case management
# of Households Served (Goals)	1,000
Qualifying Population(s) Served	QP1 (Homeless), QP2 (At-risk of homelessness)
Geographic Area Served	Tarrant County, TX
Term of Agreement	This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years.

HOME-ARP Program Budget

The following costs are eligible project delivery costs to provide essential supportive services. They must be attributable to the identifiable objective of the service delivered. For more information, please see pg. 45 of the Notice.

Salary and Benefits Packages	\$1,631,575.00
Food	\$ 137,499.00
TOTAL	\$1,769,074.00

Reimbursement and Reporting Schedule

Report 1 and Report 2 (as described) must be submitted within 30 days of the end of the month (e.g., May report must be submitted by June 30). No funds will be reimbursed after September 30, 2030.

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CO# 144539



COMMISSIONERS COURT
COMMUNICATION

COURT ORDER NUMBER

PAGE 1 OF

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1/14/2025

SUBJECT: CONSIDERATION OF A HOME INVESTMENT PARTNERSHIPS PROGRAM – AMERICAN RESCUE PLAN COMMITMENT AGREEMENT BETWEEN TARRANT COUNTY AND MY HEALTH MY RESOURCES OF TARRANT COUNTY FOR THE PROVISION OF SUPPORTIVE SERVICES TO QUALIFYING POPULATIONS

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SUBMITTED BY	Community Development	PREPARED BY:	Marguerite Allen
		APPROVED BY:	James McClinton

STATE OF TEXAS §
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- a. Identify and record detailed transactions in the appropriate accounting period in which transactions occurred.
- b. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with the Agreement requirements.
- c. Adequately identify the source and application of funds in each grant Agreement.
- d. Generate current and financial reports in accordance with Agreement requirements.

XII. Conflicts of Interest

- a. MHMR ensures that it presently has no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder.
- b. No officer, member, or employee of Tarrant County, and no public official of the governing body of the locality or localities in which the activities set forth in this Agreement are carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of these activities, shall participate in any decision relating to this Agreement which affects their personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- c. MHMR ensures that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. MHMR covenants that in performance of this Agreement no person having such interest shall be employed.
- d. No member of or delegate to the U.S. Congress shall be admitted sharing any part hereof or to any benefit to arise here from.

XIII. Project Records and Records Retention

MHMR shall maintain accurate records of all activities funded by HOME-ARP funds and shall make such records available for inspection by HUD, Tarrant County, or their designees upon request. Types of records include financial records, case files, program records, compliance records, all agreements, and amendments. These records must be kept for a minimum of five (5) years from the date of the submission of the final expenditure report.

XIV. Electronic Records

Electronic records are acceptable if they meet the same retention requirements and can be reliably accessed and retrieved.

XV. Integrated Disbursement and Information System (IDIS)

Tarrant County will use IDIS to administer its HOME-ARP funds. Within 10 business days of this Agreement, Tarrant County will complete necessary activity set-up in IDIS. Upon receipt of appropriate documentation and after shepherding through any necessary approval processes, Tarrant County will process reimbursement request disbursements of HOME-ARP funds from its Treasury account and collect and report information on the use of HOME-ARP funds through IDIS.

XVI. Monitoring

Tarrant County will periodically monitor MHMR to ensure all activities funded with HOME-ARP are compliant, including all file documentation pertaining to the implementation of this Agreement. Monitoring may include audits, site visits, physical inspections, and/or interviews. MHMR shall fully cooperate with Tarrant County in monitoring the effectiveness of the work to be performed in compliance with the terms of this Agreement.

XVII. Corrective and Remedial Actions

Corrective or remedial actions for a performance deficiency will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence. Tarrant County and/or HUD may impose corrective or remedial actions, including potential repayment of ineligible funds, or recommend technical assistance as necessary or required.

XVIII. Amendments

This Agreement constitutes the entire agreement between the parties, and all prior negotiations are merged into this Agreement. Any amendment, change, or addition to this Agreement shall be made only in writing and signed by both parties.

XIX. Availability of HOME-ARP Funds

If grant funds for Tarrant County are insufficient to cover the cost of this Agreement, Tarrant County may terminate this Contract without penalty upon providing written notice to MHMR. No funds will be committed or available for any activities under this Agreement before the completion of the environmental review and approval of the Requests for Release of Funds and Certification (RROF/C), as applicable.

XX. Annual Fiscal Condition Precedent

The parties acknowledge and agree that Tarrant County is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for Tarrant County's fiscal years subsequent to that in which funds for this Agreement are first allocated, Tarrant County may immediately and without penalty, terminate this Agreement; provided, however that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

XXI. Force Majeure

Tarrant County is not responsible for any damage or delay caused by fire, wind, hail, or water, or any act of God, vandalism, pandemic, or political disturbance.

XXII. No Transfer

The parties to this Agreement will not sell, assign, transfer, or convey any benefits or obligations of this Agreement in whole or in part without the prior written consent of both parties. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement. It is agreed that Tarrant County has the right to inspect and approve in writing any proposed subcontracts between MHMR and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

XXIII. No Waiver of Immunity and Third Party

This Agreement shall not be interpreted to confer any benefit to a third party not party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party's agent, or party's employee, otherwise provided by law.

XXIV. Boycott and Anti-terrorism Statutes

MHMR verifies the acceptance and acknowledgement of the anti-boycott statutes as applicable by law and required by Chapters 2271, 2252, and 2272 of the Texas Government Code as follows:

- a. In compliance with Section 2271.001 et seq of the Texas Government Code, MHMR verifies that neither it nor any of its affiliates currently boycott Israel and neither it nor any of its affiliates will boycott Israel during the term of this Agreement. "Boycott Israel" is defined in Section 808.001(1) of the Texas Government Code.
- b. In compliance with Section 2252.151 et seq. of the Texas Government Code, MHMR warrants and represents that: (1) neither MHMR nor any of its affiliates engages in scrutinized business operations in Sudan; (2) neither MHMR nor any of its affiliates engages in scrutinized business operations in Iran; and (3) neither MHMR nor any of its

affiliates engages in scrutinized business operations with designated foreign terrorist organizations. "Scrutinized business operations in Sudan" is defined in Section 2270.0052 of the Texas Government Code. "Scrutinized business operations in Iran" is defined in Section 2270.0102 of the Texas Government Code. "Scrutinized business operations with designated foreign terrorist organizations" is defined in Section 2270.0152 of the Texas Government Code. MHMR further represents and warrants that neither MHMR nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies List.

- c. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 13), MHMR verifies that neither it nor any of its affiliates currently boycott energy companies and neither it nor any of its affiliates will boycott energy companies during the term of this Agreement. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, SB 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described in subsection (3).

- d. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, SB 19), MHMR verifies that neither it nor any of its affiliates have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and neither it nor any of its affiliates will discriminate during the term of the Agreement against a firearm entity or firearm trade organization. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, SB 19) and means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The term does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

XXV. Form 1295 Acknowledgement

MHMR acknowledges that it is a “governmental entity” and not a “business entity” as those terms are defined by the Texas Government Code 2252.908 and therefore no disclosure of interested parties pursuant to Texas Government Code 2252.908 is required.

XXVI. Invalidity

If any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement.

XXVII. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

XXVIII. Section Headings

The headings contained herein are for convenience in reference to this Agreement and are not intended to define or to limit the scope of any provision of this Agreement.

XXIX. Dispute Resolution

- a. In the event of any dispute, controversy, or claim relating to this Agreement, the parties first seek to resolve the dispute through good faith negotiation. Each party shall appoint a representative with authority to resolve the dispute, and the parties shall meet within ten (10) business days after written notice of the dispute to attempt to resolve it.
- b. During the dispute resolution process, both parties shall continue to perform their respective obligations under this Agreement, except to the extent that performance is directly related to the dispute.
- c. Each party shall bear its own legal fees and costs associated with the dispute resolution process.

XXX. Termination

Tarrant County may terminate this Agreement if MHMR fails to comply with the terms and conditions herein, subject to a 60-day notice period to remedy any non-compliance. Upon termination, MHMR shall return any unexpended funds to Tarrant County within 30 calendar days. Additionally, MHMR may terminate this Agreement if they are unable to comply with the terms and conditions here, subject to a 30-day notice period. Tarrant County will not be responsible for any reimbursement requests received after the termination date.

XXXI. Governing Law and Venue

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of

Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in state court.

XXXII. Debarment and Suspension

MHMR certifies that neither it, nor any of its principals, is currently debarred, suspended, proposed for debarment, or declared ineligible from participating in federal programs or activities under any federal statutes or regulations. This certification is based on review of the System for Award System Management (SAM) database (www.sam.gov). MHMR agrees to maintain current registration in SAM.gov throughout the term of this Agreement and ensure that either it nor its principals become debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. MHMR shall immediately notify Tarrant County in writing if it, or any of its principals, is debarred, suspended, proposed for debarment, or declared ineligible during the term of this Agreement. MHMR shall be liable for any costs or damages incurred by Tarrant County because of such termination.

XXXIII. Indemnification

MHMR, INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES AND SUBCONTRACTORS AGREE TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS TARRANT COUNTY, ITS COMMISSIONERS, ELECTED OFFICIALS, OFFICERS, DIRECTORS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES (INCLUDING DEATH), CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, SUITS, FINES, ASSESSMENTS, PENALTIES, ADVERSE AWARDS AND EXPENSES (WHETHER BASED UPON TORT, BREACH OF AGREEMENT, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT, FAILURE TO PAY EMPLOYEE TAXES OR WITHHOLDINGS, FAILURE TO OBTAIN WORKER'S COMPENSATION INSURANCE, OR OTHERWISE), WHETHER KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION, LEGAL AND RELATED LEGAL FEES AND EXPENSES, OF ANY KIND OR NATURE (COLLECTIVELY, "LOSSES") INCURRED BY TARRANT COUNTY ARISING OUT OF, OR ON ACCOUNT OF, OR RESULTING FROM, ANY CLAIM AGAINST TARRANT COUNTY TO THE EXTENT SUCH LOSSES ARISE OUT OF OR ARE CAUSED BY: (a) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S NEGLIGENT ACTS OR OMISSIONS; (b) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S INTENTIONAL OR WILLFUL MISCONDUCT; (c) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S BREACH OR VIOLATION OF APPLICABLE FEDERAL OR STATE LAW; (d) BREACH OF MHMR'S OBLIGATIONS OR WARRANTIES SET FORTH IN THIS AGREEMENT; (e) MHMR OR ITS SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR OTHER REPRESENTATIVE'S DEFAULT IN THE PERFORMANCE OF, ATTEMPTED PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT; OR (f) ANY COMBINATION OF ABOVE.

XXXIV. Notice

Any written notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, 72 hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

TO TARRANT COUNTY:
Tarrant County Community Development
2501 Parkview Dr., Ste. 420
Fort Worth, TX 76102

TO MHMR:
My Health My Resources of Tarrant County
Attn: Susan Garnett
3840 Hulen St.
Fort Worth, TX 76107

XXXV. Term

This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years. Extensions to this deadline must be made in writing and will be considered on a case-by-case basis. Tarrant County reserves the right to deny extensions if MHMR fails to meet expectations outlined in this Agreement. In no circumstance will Tarrant County grant extensions beyond September 30, 2030. After September 30, 2030, any HOME-ARP funds remaining will be cancelled and not available for obligations, reimbursement, or expenditure for any purpose.

XXXVI. Entire Agreement

This Agreement contains all the commitments and agreements between Tarrant County and MHMR regarding this project.

The remainder of this page is intentionally left blank.

SIGNED AND EXECUTED this 14th day of January, 2025.

TARRANT COUNTY
STATE OF TEXAS

MY HEALTH MY RESOURCES OF
TARRANT COUNTY

See separate signature page

Tim O'Hare, County Judge

Signed by:
Susan Garnett
2D4516E5EA1E4C1

Susan Garnett, Chief Executive Officer

APPROVED AS TO FORM

CERTIFICATION OF AVAILABLE
FUNDS \$1,769,074.⁰⁰

Craig Price

District Attorney's Office*

Kimberly M. Buchanan

Tarrant County Auditor

*By law, the District Attorney's Office may only approve contracts to form for its clients. We reviewed this document from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Exhibit A – Program Summary

Summary

Amount of HOME-ARP Funding	\$1,769,074.00
Source of Funds	M21-DP480400
Project Description	Funding for staffing and food to provide supportive services at the jail diversion center
Uses of HOME-ARP Funds	Salary and benefits packages for supportive services staff and food for program participants
Supportive Services Type	Food, mental health services, outreach services, substance abuse treatment services, and case management
# of Households Served (Goals)	1,000
Qualifying Population(s) Served	QP1 (Homeless), QP2 (At-risk of homelessness)
Geographic Area Served	Tarrant County, TX
Term of Agreement	This Agreement begins on the day it is executed. Funds must be expended for eligible and approved expenses within two (2) years.

HOME-ARP Program Budget

The following costs are eligible project delivery costs to provide essential supportive services. They must be attributable to the identifiable objective of the service delivered. For more information, please see pg. 45 of the Notice.

Salary and Benefits Packages	\$1,631,575.00
Food	\$ 137,499.00
TOTAL	\$1,769,074.00

Reimbursement and Reporting Schedule

Report 1 and Report 2 (as described) must be submitted within 30 days of the end of the month (e.g., May report must be submitted by June 30). No funds will be reimbursed after September 30, 2030.

Consideration of a HOME Investment Partnerships Program – American Rescue Plan
Commitment Agreement between Tarrant County and My Health My Resources of Tarrant
County to Provide Supportive Services to Qualifying Populations

SIGNED AND EXECUTED this 14 day of January, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a long horizontal line extending to the right.

Tim O'Hare
County Judge
1/15/2025