

INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND CITY OF FORT WORTH

This Interlocal Agreement (“Agreement”) is between Tarrant County (the “COUNTY”), a political subdivision of the State of Texas, and City of Fort Worth, a local unit of government (collectively, the “Parties”), and shall be effective upon signature by the Parties (“Effective Date”). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to state and local governments to respond to the financial impacts of the COVID-19 pandemic; and

WHEREAS, Emergency Rental Assistance 2 funds (“ERA2 Funds”) authorized through ARPA (A.L.N. #21.023) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery by improving housing stability and eviction prevention activities; and

WHEREAS, the COUNTY has received ERA2 Funds to respond to the continuous impact of COVID-19 as outlined in H.R. 1319-51 Subtitle B promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of ERA2 Funds in the form of Frequently Asked Questions and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and City of Fort Worth both find ERA2 Funds distributed in accordance with this Agreement shall meet the eligible uses outlined by U.S. Treasury; and

WHEREAS, the COUNTY and City of Fort Worth find that the program(s) and related expenditures outlined in this Agreement are eligible under current ERA2 Funds guidance and rules promulgated by the Treasury and find that the program(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Tarrant County; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the Parties to enter into this Agreement; and

WHEREAS, during the performance of the government functions and the payment for the performance of those governmental functions under this Agreement, the Parties will make the performance and payment from the current revenues legally available to that Party.

THEREFORE, the Parties agree as follows:

I. SCOPE OF WORK

The City of Fort Worth shall use the ERA2 funds toward the construction of two affordable housing developments as outlined in APPENDIX A.

II. DISTRIBUTION OF FUNDS

The COUNTY shall make available up to **\$4,000,000.00 (FOUR MILLION DOLLARS AND NO CENTS)** to City of Fort Worth from the COUNTY'S ERA2 Funds for eligible expenses reflected in APPENDIX A and in accordance with the terms and conditions outlined below.

COUNTY approves and pays reimbursement requests within thirty (30) days of receipt of a complete and accurate request form. Errors in the request form, including insufficient documentation, may result in payment delays. City of Fort Worth is responsible for submitting a complete and accurate request. Payment is considered made on the date postmarked.

Requests for payment may be submitted no more than once monthly and must contain the following supporting documentation:

- i. Signed Request for Reimbursement form.
- ii. Invoice or draw request from City of Fort Worth contractor pertaining to request for payment.

Within 30 days of receipt of payment, City of Fort Worth must provide to COUNTY:

- i. Proof of payment of invoice or draw request provided with request for payment.
- ii. Copy of General Ledger reflecting receipt of payment from COUNTY and payment of same amount to City of Fort Worth contractor.
- iii. Subsequent requests for payment/draw requests may not be submitted until previous requests have been substantiated with the supporting documentation outlined above.

City of Fort Worth agrees that COUNTY shall have the right to require City of Fort Worth to repay in full up to **\$4,000,000.00 (FOUR MILLION DOLLARS AND NO CENTS)** to COUNTY should City of Fort Worth fail to fulfill the requirements as outlined herein and in APPENDIX A by the Agreement's termination date.

By December 31, 2024, City of Fort Worth shall provide to the COUNTY a plan to expend any and all remaining funds by September 30, 2025. Any funds not expected to be expended by December 31, 2025, shall be recaptured by the COUNTY.

III. TERM AND TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until the termination date of September 30, 2025, unless terminated earlier in accordance with this Agreement. If at any time City of Fort Worth becomes excluded, debarred,

or suspended from any state or federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and City of Fort Worth must submit a final, formal statement in the manner set out above and below requesting payment.

The COUNTY may immediately terminate this Agreement, without prior notice, if City of Fort Worth fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving thirty (30) days written notice to the other party. Upon receipt of notice to terminate, City of Fort Worth shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Upon termination of the Agreement, all assets purchased under this Agreement shall transfer to the COUNTY.

Within thirty (30) days after receipt of a notice of termination, City of Fort Worth agrees to submit an invoice showing, in detail, the costs incurred under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a “Force Majeure Event”), the Party who has been so affected immediately agrees to give notice to the other party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, City of Fort Worth 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, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

City of Fort Worth shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification

- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with Agreement requirements
- v. Adequately identify the source and application of funds of each grant agreement
- vi. Generate current and accurate financial reports in accordance with agreement requirements

V. GENERAL COMPLIANCE REQUIREMENTS

City of Fort Worth shall observe and comply with all applicable local, state, and federal laws, rules, regulations, ordinances, and requirements, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, non-discrimination laws and regulations, and those set forth in 31 CFR Part 35. City of Fort Worth shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

VI. DAVIS-BACON REPORTING AND ADDITIONAL REQUIREMENTS

City of Fort Worth must comply with all Federal and State regulation, including Davis-Bacon and Related Acts Compliance and Monitoring and shall provide proof of compliance and supporting documentation as requested by County.

The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

Additionally, 2 CFR 200.322 notes that City of Fort Worth should provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States, including but not limited to, iron, aluminum, steel, cement, and other manufactured products.

VII. MONITORING

City of Fort Worth agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (e.g., hard copies, computer-generated data) of the City of Fort Worth involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between City of Fort Worth and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of City of Fort Worth obligations to COUNTY under this Agreement. The City of Fort Worth must agree that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the City of Fort Worth with reasonable advance notice of intended audits. The City of Fort Worth must provide records within ten (10) business days or a mutually agreed upon timeline. City of Fort Worth may withhold any information that it is mandated to withhold to comply with state or federal law.

VIII. ALLOWABLE COSTS AND AVAILABILITY OF FUNDS

COUNTY payment to City of Fort Worth does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the City of Fort Worth will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by City of Fort Worth are allowable and eligible for reimbursement. If COUNTY has paid funds to City of Fort Worth for unallowable or ineligible costs, COUNTY will notify City of Fort Worth in writing, and City of Fort Worth shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to City of Fort Worth to offset reimbursement for any unallowable or ineligible expenditure that City of Fort Worth has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

Further, if at any time, FRF Funds are insufficient or unavailable, then COUNTY, upon providing written notice to City of Fort Worth, may terminate this agreement without penalty.

IX. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If City of Fort Worth, within City of Fort Worth fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) in federal funds awarded, City of Fort Worth shall have a single audit or program-specific audit in accordance with 2 CFR Part 200 Subpart F. This federal threshold amount includes federal funds passed through by way of State and local agency awards. City of Fort Worth must provide a copy of completed single audit, if applicable, to COUNTY no later than 60 days after filing with federal audit clearing house.

X. EQUIPMENT AND REAL PROPERTY

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment and real property constructed or acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property constructed or acquired using federal funds shall vest in the non-federal entity.

Procedures for managing equipment and real property must meet the following requirements:

- i. Property records must be maintained that include a description of the equipment or property, a serial number or other identification number, the source of funding for the equipment or property, name of title holder, acquisition date, cost of the equipment or property, percentage of federal participation in the project costs for the federal award under which the equipment or property was acquired, the location, use and condition of the equipment or property, and any ultimate disposition data including the date of disposal and sale price of the equipment or property

- ii. A physical inventory of the equipment or property must be taken, and the results reconciled with the property records at least once every two (2) years
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the equipment or property. Any loss, damage, or theft must be investigated
- iv. Adequate maintenance procedures must be developed to keep the equipment or property in good condition, and
- v. If the non-federal entity is authorized or required to sell the equipment or property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment or real property acquired under this Agreement is no longer needed or in use for the project or program outlined herein, City of Fort Worth must request disposition instructions from the COUNTY.

XI. REGULAR REPORTING

City of Fort Worth shall provide reports to COUNTY as outlined in APPENDIX B. Additional measures may be established and reported on as mutually agreed to by City of Fort Worth and COUNTY. City of Fort Worth will submit fiscal, progress, programmatic, and other reports as requested by COUNTY in the approved format.

XII. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

City of Fort Worth is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. City of Fort Worth agrees to maintain an active registration in the System for Award Management (SAM.gov).

XIII. SUBCONTRACTING AUTHORITY

City of Fort Worth may enter contracts as necessary for the performance of the scope of services outlined in this Agreement. City of Fort Worth agrees to comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement. City of Fort Worth must ensure that all subcontractors have not been excluded, debarred, or suspended under a federal program and all subcontractors must maintain an active registration in the System for Award Management (SAM.gov).

XIV. ASSIGNMENT

City of Fort Worth may not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the COUNTY. Any attempted assignment of same without approval shall be void and shall constitute a breach of this Agreement. It is agreed that the COUNTY has the right to inspect and approve in writing any proposed subcontracts between City

of Fort Worth and any subcontractor engaged in any activity in conjunction with projects contemplated under this Agreement prior to any changes being incurred.

XV. DOCUMENTATION

City of Fort Worth shall keep and maintain, for a period not less than five (5) years after September 30, 2025, all records relating to use of the ERA2 Funds described herein.

XVI. FORM 1295 COMPLIANCE

A form 1295 is not required because this agreement is with a governmental entity.

XVII. ANTI-BOYCOTT STATUTES

City of Fort Worth must adhere to Anti-Boycott Statutes if City of Fort Worth is a for-profit entity or business; City of Fort Worth has ten (10) or more full-time employees; and/or this Agreement has a value of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or more that is to be paid wholly or partly from public funds of the government entity.

i. Boycott of Energy Companies Prohibited

In compliance with Section 2274.002 of the Texas Government Code, City of Fort Worth verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described agreement. "Boycott energy company" is defined in Section 809.001(1) of the Texas Government Code (added by 87th Legislature, S.B. 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: (A) 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 (B) does business with a company described by subsection (A).

ii. Boycott of Israel Prohibited

In compliance with Section 2271.002 of the Texas Government Code, City of Fort Worth verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" is defined by the Texas Government Code in Section 808.001(1).

iii. Discrimination Against Firearm Entities or Firearm Trade Associations (FTAs)

In compliance with Section 2274.002 of the Texas Government Code, City of Fort Worth verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or FTA; and will not discriminate during the term of the above-described Agreement against a firearm entity or FTA. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3)

of the Texas Government Code and means, with respect to the entity or association, to: (i) 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; (ii) 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 (iii) 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: (i) 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 (ii) 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: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) 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.

iv. Scrutinized Business Operations Prohibited

In compliance with Section 2252.152 of the Texas Government Code, City of Fort Worth warrants and represents that: neither City of Fort Worth nor any of its affiliates engages in scrutinized business operations in Sudan, Iran, or 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. City of Fort Worth further represents and warrants that neither City of Fort Worth nor any of its affiliates appears on any of the Texas Comptroller's Scrutinized Companies Lists.

XVIII. NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (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 THE COUNTY:
County Administrator
100 E Weatherford, Ste 404
Fort Worth, Texas 76196

TO City of Fort Worth:
Neighborhood Services Department
200 Texas St.
Fort Worth, Texas 76102

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions 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.

XIX. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions 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.

XX. APPLICABLE LAW AND VENUE

This Agreement is governed by the laws of the State of Texas. This exclusive venue for any action arising out of, in connection with, or in any way relating to this Agreement shall be in Tarrant County, Texas if filed in state court or the Northern District of Texas, Fort Worth Division if filed in federal court.

XXI. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

XXII. EXECUTION

This agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument.

SIGNED AND EXECUTED this ____ day of _____, 2023.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge
Tarrant County Commissioners Court

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS:

Criminal District Attorney's Office

Tarrant County Auditor

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

CITY OF FORT WORTH:

By: 
Name: Fernando Costa
Title: Assistant City Manager

Date: Jan 29, 2024

CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

By: 
Amy Connolly (Jan 29, 2024 09:44 CST)
Name: Amy Connolly
Title: Assistant Director, Neighborhood Services

APPROVAL RECOMMENDED:

By: 
Name: Victor Turner
Title: Director, Neighborhood Services

APPROVED AS TO FORM AND LEGALITY:

By: 
Leslie L. Hunt (Jan 29, 2024 09:54 CST)
Name: Leslie L. Hunt
Title: Senior Assistant City Attorney

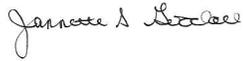
REVIEW/APPROVE:

By: 
Name: Ronald Gonzales
Title: Assistant City Secretary

CONTRACT AUTHORIZATION:

M&C:24-0029

ATTEST:

By: 
Name: Jannette S. Goodall
Title: City Secretary

APPENDIX A
SCOPE OF WORK

ERA2 Funds awarded through this Agreement must be used toward the following:

1. An amount not to exceed \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS) to Westcare Texas, Inc, for property acquisition and construction of the Casa Mia affordable housing development with an address of 4201 Mitchell Blvd., Fort Worth, Texas.
 - a. Eligible expenses include any property acquisition costs and pre-construction costs such as, site preparation, testing, engineering, and design, as well as construction costs, including FF&E.

2. An amount not to exceed \$3,500,000.00 (THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS) for pre-construction and construction costs of the Renaissance Heights Phase III affordable housing development to be located at 2757 Moresby St., Fort Worth, Texas.
 - a. Eligible pre-construction expenses include land acquisition, site preparation, testing, engineering, and design
 - b. Eligible construction costs include building and site construction costs

APPENDIX B REQUIRED REPORTING

With each reimbursement request, or at the request of County, City of Fort Worth shall provide the following information for each project identified in Appendix A:

1. Percent of project completion
2. Number of units created
3. Updated Project Information to satisfy all fields included in Appendices C and D

APPENDIX C
ERA2 PROJECT INFORMATION – CASA MIA/WESTCARE

Required General Information

- Project Name Casa Mia
- Project ID
- Cumulative Obligations \$500,000.00
- Cumulative Expenditures \$0.00
- Current Period Obligations \$500,000.00
- Current Period Expenditures \$0.00
- Status of Completion Building permitting complete; construction not yet started
- Project Narrative

WestCare Texas seeks funding to renovate the classrooms in two buildings of the former St. Timothy’s facility (4201 Mitchell Blvd.) to provide 12 typical studio apartments that will provide recovery residence for women in recovery from substance use disorder. The adapted use of an existing facility will complement the community by providing a much-needed service. Each studio apartment will be approximately 273 square feet. A new addition will provide restrooms for each room. The renovation includes new doors, windows, egress windows, toilets, tub/shower combinations, vanities, and partition walls. Nutritious meals will be provided for participants, so kitchen facilities would be considered an unnecessary expense. The facility will meet all local and state health and safety codes as well as receive a certificate of occupancy.

Required Project Data

- a. Obligations made in Q4 2022 related to this ERA2 Affordable Rental Housing Project(s) - \$500,000.00
- b. Expenditures made in Q4 2022 related to this ERA2 Affordable Rental Housing Project(s) - \$0.00
- c. Project Zip Code – 76119
- d. Project Physical Address – 4201 Mitchell Blvd., Fort Worth, Texas
- e. Federal Program Alignment. The use of ERA2 funds for an affordable rental housing project must align with allowed uses of Federal funds under at least one of the following Federal programs. Please identify the primary Federal program from the list below.
Home Investment Partnerships Program (U.S. Department of Housing and Urban Development (HUD))
- f. Besides ERA2, Additional Federal Program Funds Used for this Project, if any
Other. If other, please explain University of Texas Health pass through federal funds; American Rescue Plan Act (ARPA)

- g. Is the grantee in compliance with the Federal program regulations and other requirements of the Federal program(s) selected in item #e above? Yes. If no, provide an explanation
- h. Estimated portion of the total cost of the affordable rental housing project that has been/will be paid with the ERA2 funds 40% (\$500,000.00/\$1,252,000.00)
- i. Estimated Start of the Service of the Project March 15, 2024 (90 days after contract execution)
- j. Date of First ERA2 Expenditure on the Project March 15, 2024
- k. Funding Mechanism(s) Used. Select the financial instrument(s) that are/will be utilized to provide ERA2 funds in support of the affordable rental housing project
 - Loan (including no-interest loans and deferred-payment loans)
- l. Are the ERA2 funds used as gap funding for an existing affordable rental housing project? (Yes/No/Other)
- m. Type of Project. Select the category that most accurately describes the predominant objective of the project:
 - Rehabilitation
- n. Number of Rental Units in the Project 12
- o. Number of Rental Units Funded by ERA2 12
- p. Number of Units Serving Very Low-Income Families 12
- q. Description of Income Limitation on Rental Units Funded by ERA2 The project will serve low-income individuals.
- r. Development partners (if any) None identified
- s. Is the program limited to specific populations (e.g. elderly, domestic violence survivors, etc.)? Women who are pregnant, parenting, or in the process of reuniting with their children
- t. Period of Legally Enforceable Income Limitation for ERA2 Funded Rental Units Minimum of 20 years
- u. Period of Legally Enforceable Income Limitation for any non-ERA2 Funded Rental Units N/A

- h. Estimated portion of the total cost of the affordable rental housing project that has been/will be paid with the ERA2 funds 10% (\$3,500,000.00/\$35,299,277.00)
- i. Estimated Start of the Service of the Project: July 2024
- j. Date of First ERA2 Expenditure on the Project: July 2024
- k. Funding Mechanism(s) Used. Select the financial instrument(s) that are/will be utilized to provide ERA2 funds in support of the affordable rental housing project
 - Loan (including no-interest loans and deferred-payment loans)
- l. Are the ERA2 funds used as gap funding for an existing affordable rental housing project? (Yes/No/Other)
- m. Type of Project. Select the category that most accurately describes the predominant objective of the project:
 - New Construction
- n. Number of Rental Units in the Project 100
- o. Number of Rental Units Funded by ERA2 100
- p. Number of Units Serving Very Low-Income Families 25
- q. Description of Income Limitation on Rental Units Funded by ERA2 The project will serve families as follows: 30% PBV-PSH (13 units); 50% PBV-PSH (12 units); 60% LIHTC (53 units); 80% LIHTC (22 units)
- r. Development partners (if any) None identified
- s. Is the program limited to specific populations (e.g. elderly, domestic violence survivors, etc.)? No; mixed-income housing development
- t. Period of Legally Enforceable Income Limitation for ERA2 Funded Rental Units Minimum of 20 years
- u. Period of Legally Enforceable Income Limitation for any non-ERA2 Funded Rental Units N/A

Mayor and Council Communication

DATE: 01/23/24

M&C FILE NUMBER: M&C 24-0029

LOG NAME: 19TARRANT COUNTY AFFORDABLE HOUSING FUNDING

SUBJECT

(CD 8) Authorize Acceptance of \$4,000,000.00 from Tarrant County, Previously Allocated to its Emergency Rental Assistance Program, for the Purpose of Developing Two Affordable Housing Projects - Columbia Renaissance Phase III and WestCare Texas, Inc./Casa Mia - and Authorize Execution of an Interlocal Agreement, and/or Subrecipient Agreement with Tarrant County to Administer the Funds

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize acceptance of \$4,000,000.00 from Tarrant County, previously allocated to its Emergency Rental Assistance Program, for the Purpose of Developing Two Affordable Housing Projects - Columbia Renaissance Phase III and WestCare Texas, Inc./Casa Mia; and
2. Authorize the execution of an Interlocal Agreement, and/or a Subrecipient Agreement, with Tarrant County To Administer the Funds.

DISCUSSION:

The purpose of this Mayor and Council Communication (M&C) is to accept funds totaling \$4,000,000.00 from Tarrant County, previously allocated as Emergency Rental Assistance (ERA2) Program funds, for the purpose of developing two affordable housing projects - Columbia Renaissance Phase III and WestCare Texas, Inc./Casa Mia - to receive authorization to enter into an interlocal agreement, and/or a subrecipient agreement, with Tarrant County to administer the funds.

In May 2023, Tarrant County released a Request for Proposals (RFP) for American Rescue Plan Act (ARPA) funds. The goal of the RFP was to receive proposals aimed at increasing the number of affordable housing units for homelessness, permanent supportive housing, supportive housing, and deeply affordable housing. Per request from Tarrant County, the City of Fort Worth accepted an allocation of ARPA funds from Tarrant County (M&C 23-0742) on September 12, 2023. With this action, Tarrant County also proposed to reallocate ERA2 funds totaling \$4,000,000.00 to the City through the United States Department of the Treasury for the same purpose. City Council approved the action and funds were appropriated as requested. However, the Treasury Department notified both the City of Fort Worth and Tarrant County that the ERA2 funds were not available to reallocate to the City because the funds had already been disbursed to Tarrant County. The only option would be for Tarrant County to subaward the ERA2 funds to the City. With this M&C, the request is to accept the ERA2 funds as a subrecipient of Tarrant County and execute an Interlocal Agreement to administer the funds for the two affordable housing projects listed below.

Columbia Renaissance Phase III (2757 Moresby St.) - \$3,500,000.00

Columbia Renaissance Phase III will complete the three (3) phase development of high quality mixed-income housing for families and seniors at Renaissance Square in SE Fort Worth. Phase III includes 100 units of family housing, with 25 units dedicated to homeless or emerging homeless households. The community will include a mix of incomes with units set aside for residents with less than 30% of Area Median Family Income (AMI), 50% AMI, 60% AMI, and 80% AMI. The development will bring an array of amenities, which presently plan to include community/club room, craft/accessory room, business center, laundry facilities, and landscaped courtyards. In addition to the ERA2 funding proposed, Columbia Renaissance Phase III has an ARPA commitment totaling \$1,500,000.00 and a HOME funding commitment from the City of Fort Worth for \$4,000,000.00 over three years. The disbursement is planned to be \$1,000,000.00 in year one (approved by M&C 23-0631 on August 8, 2023), and future commitments in Year 2 and Year 3 of \$1,500,000.00 each year, which will be included on future requests to the City Council. These will be forgivable loans to the project. Total public funding for Columbia Renaissance Phase III will be \$9,000,000.00.

WestCare Texas, Inc./Casa Mia (4201 Mitchell Blvd.) - \$500,000.00

WestCare Texas seeks funding to renovate the classrooms in two buildings of the former St. Timothy's facility (4201 Mitchell Blvd.) to provide 12 typical studio apartments that will provide recovery residence for low-income pregnant or recently pregnant women and their infants in recovery from substance use disorder. The adapted use of an existing facility will complement the community by providing a much needed service. Each studio apartment will be approximately 273 square feet. A new addition will provide restrooms for each room. The renovation includes new doors, windows, egress windows, toilets, tub/shower combinations, vanities, and partition walls. Nutritious meals will be provided for participants, so kitchen facilities would be considered an unnecessary expense. The facility will meet all local and state health and safety codes as well as receive a certificate of occupancy.

A Form 1295 is not required because: This contract will be with a governmental entity, state agency or public institution of higher education: Tarrant County

FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that upon approval of the above recommendations and adoption of the attached appropriation ordinance, funds

will be available in the current operating budget, as appropriated, in the Grants Operating Federal Fund. The Neighborhood Services Department (and Financial Management Services) will be responsible for the collection and deposit of funds due to the City. Prior to an expenditure being incurred, the Neighborhood Services Department has the responsibility to validate the availability of funds. This is a reimbursement grant.

Submitted for City Manager's Office by: Fernando Costa 6122

Originating Business Unit Head: Victor Turner 8187

Additional Information Contact: Sharon Burkley 5785
Amy Connolly 7556