

**MEMORANDUM OF UNDERSTANDING FOR  
PUBLIC FACILITIES IMPROVEMENT USING  
COMMUNITY DEVELOPMENT BLOCK GRANT - CARES ACT ("CDBG-CV") FUNDS**

**I.  
PARTIES**

This Memorandum of Understanding ("MOU") is entered by and between Tarrant County, Texas ("County") on behalf of Tarrant County Community Development Department and the City of Richland Hills ("City").

**II.  
RECITALS**

Whereas, the CDBG-CV Program is administered by the United States Department of Housing and Urban Development ("HUD"); and

Whereas, the County is an entitlement community that receives CDBG-CV funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development and improvement of public facilities;

Whereas, the County has been allocated \$6,430,388 in CDBG-CV funding. These funds represent a combined allocation of two (2) rounds of funding with \$2,490,600 from round one (1) and \$3,939,788 from round two (2); and

Whereas, the City submitted a proposal to utilize Two-Hundred and Eighty Thousand Dollars (\$280,000.00) in CDBG-CV funds towards the ADA Barrier Removal within the Richland Hills Public Library that includes barrier removal and access improvements to the entry ramp and public restrooms located at 6724 Rena Dr, Richland Hills, TX 76118 ("Property");

Whereas, CDBG-CV funds for ADA Barrier Removal to the Property is an eligible activity under the CDBG-CV Program in accordance with 24 CFR §570.201. It is a limited clientele and presumed benefit activity where 51 percent of the beneficiaries of an activity for elderly and severely disabled persons are presumed to be low- and moderate-income persons to meet a national objective as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2); and

Whereas, the City of Richland Hills is the owner of the Property, and County is coordinating the funding and facility upgrades for the Project; and

Whereas, CDBG regulations at 24 CFR 570.502 provide that the CDBG program is subject to 24 CFR 200.302(b)(4), the County must adequately safeguard all assets and assure that they are used solely for authorized purposes.

Whereas, it is the intent of the County and the City (together the "Parties") that the Project be in conformity with all applicable federal, state and local laws.

Now, therefore, the Parties agree to the following:

### III. RESPONSIBILITIES AND SCOPE OF SERVICES

A. National Objectives

City certifies that CDBG-CV funded activities under this Agreement will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2) and 24 CFR §570.208(a)(2).

B. Statement of Work

County will use these CDBG-CV funds towards the ADA barrier removal to the public library for the City. Library will provide book rental, internet services and other in-house services to City of Richland Hills residents. City agrees that the library will be open during its normal business hours.

C. Data Reporting

Because HUD includes elderly persons and severely disabled adults in the “presumed benefit” category, City does not need to collect income documentation to substantiate that the Project meets the national objective of benefiting low- and moderate-income persons.

D. Goals and Performance Measures

City will perform the statement of work and agrees to work diligently to ensure the use of the building remains the same for at least five (5) years after the project has been completed. Any change in the use of building, unless its use remains a public facility not used for the general conduct of government, will indicate non-compliance which will require pay back of funds or re-evaluation of project to report to HUD.

E. Monitoring

County will monitor City’s performance and regularly visit the facility as necessary and in accordance with 2 CFR §200.330-.332 to ensure City’s compliance with all the requirements of this Agreement, including timeframes and performance standards as required herein. Substandard performance and reporting as determined by County will constitute non-compliance of this Agreement. If action to correct substandard performance or reporting is not taken by City within thirty (30) days of being notified by County, County may impose additional conditions on City and its use of funds or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. City must return any CDBG-CV funds within 30 days of County’s written request.

F. Records

City will maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502. Such records will include but are not limited to:

1. Records which demonstrate compliance with the requirements in 24 CFR §570.505 regarding any change of use of real property acquired or improved with CDBG-CV assistance.
2. All other records necessary to document compliance with this Agreement, any other applicable federal statutes and regulations, and the terms and conditions of the County’s federal award.

Please note that the above descriptions are brief and provide only a summary of the records City is required to maintain. City agrees to consult 2 CFR part 200 and 24 CFR §570.506 for a detailed description of the required records.

**V.**

**USE OF FUNDS**

**A. CDBG-CV Funds**

County has allocated Two-Hundred and Eighty Thousand Dollars (\$280,000.00) in CDBG-CV funds to be used to improve City facility in accordance with all requirements imposed by federal statutes, regulations, and the terms of this Agreement towards the Project.

**B. Expenditure of Funds/Budget**

Expenditures will be directly attributable to the Project. City will be responsible for any cost overruns over \$280,000.00. City will not use any CDBG-CV funds for prohibited activities set forth in 24 CFR §570.207 and is also prohibited from using these award funds or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities or lobbying.

**VI.**

**TERM**

This MOU is effective once both Parties execute their signatures below and will remain in effect until six years after the completion of the project and once all reporting requirements are completed.

**VII.**

**CHANGES TO MOU**

The Parties may amend this MOU in a subsequent written document signed on their behalf by persons authorized to bind them.

**VIII.**

**DEFAULT, TERMINATION AND CANCELLATION**

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement will be considered a waiver thereof, and no single waiver will constitute a continuing or subsequent waiver.

If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by any tribunal of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will survive and be interpreted so as best to reasonably effect the intent of the Parties.

The Parties further agree that any such invalid or unenforceable provisions shall be deemed replaced with valid and enforceable provisions that achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

**IX.**  
**INDEMNITY**

City will indemnify, defend and hold harmless County, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of City, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them.

**X.**  
**NOTICES**

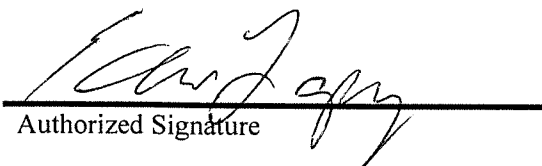
Notices required or provided for under this MOU may be given by County to City in writing at the following address:

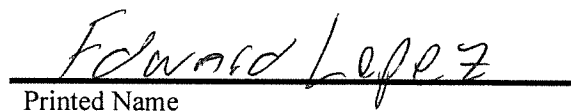
**City of Richland Hills**  
Honorable Edward Lopez  
3200 Diana Drive  
Richland Hills, TX 76118

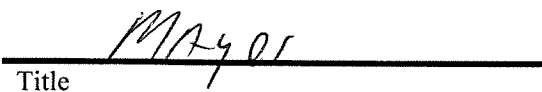
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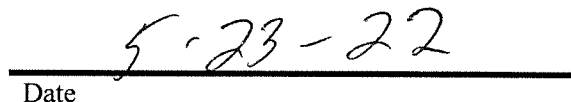
**Tarrant County – Community Development**  
2501 Parkview Drive  
Suite 420  
Fort Worth, TX 76102

**City of Richland Hills**

  
\_\_\_\_\_  
Authorized Signature

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Date

SIGNED AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

COUNTY OF TARRANT  
STATE OF TEXAS

\_\_\_\_\_  
B. Glen Whitley  
County Judge

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Justin K. Foster  
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 rely on this approval. Instead those parties should seek contract review from independent counsel.