

BCERA COVID-19 EMERGENCY ASSISTANCE AGREEMENT

This Brazos County Emergency Rental Assistance Agreement (“Agreement”) is entered into by and between **BRAZOS COUNTY** (hereinafter "County") acting by and through its duly elected Court of Commissioners and the **BRAZOS VALLEY COUNCIL OF GOVERNMENTS** (hereinafter “BVCOG”).

The purpose of the Agreement is to provide for the administration of the federally funded Emergency Rental Assistance program (hereinafter “Program”) for eligible Brazos County residents affected by the COVID-19 pandemic.

The parties mutually agree as follows:

In compliance with federal guidelines for this funding, County agrees to provide emergency services such as but not limited to rent and utility assistance to eligible County residents by reimbursing citizens and/or providers of these services to households who meet the requirements of the federal program. The Brazos Valley Council of Governments and the County enter into this agreement to form a partnership for the administration and distribution of funding for the program to achieve the Program goals.

RATES FOR REIMBURSEMENT

The County agrees to pay the cost of the administration of the Program and payments for items such as but not limited to rent and/or utilities for eligible Brazos County residents as determined by the County. County agrees to pay BVCOG’s costs for services rendered plus BVCOG’s indirect cost rate of 2.10% of the pass-through funds for the period covered by this agreement. Payments to the BVCOG shall not exceed **5%** of the amount disbursed to eligible households for a maximum of **three hundred forty-five thousand dollars** (\$345,000).

TERM

This agreement is effective upon the date of the last signature and remains in effect until December 31, 2021 or to the date as may be extended by the Federal Government and/or the U.S. Treasury Department allowing funds to be made available for allocation and disbursement. BVCOG may submit invoices for work performed prior to the federal deadline for funding for a period of ninety (90) days after that deadline.

MULTIPLE ORIGINALS

It is understood and agreed that this Agreement may be executed in several identical counterparts, each of which shall be deemed an original for all purposes.

RESPONSIBILITIES OF BVCOG

For and in consideration of the funding provided by the County, the BVCOG agrees to administer the Brazos County Emergency Rental Assistance Program in compliance with the federal guidelines and locally developed procedures by providing:

1. Written minimum eligibility standards and application, documentation, and verification procedures to determine eligibility for the Program. The federal guidelines attributed to the federal funding source will be used as a basis for standards and administration of the Program.
2. A review and comment on the County's notice to the public of the program availability and requirements for eligibility.
3. An application procedure including forms and notification of the procedure to the public.
4. A daily in-person (with virtual/phone option) intake service offered in office space provided by Brazos County.
5. Assistance to applicants in the accurate completion of the application process including all needed verifications, documentation, and supplemental information.
6. Screening, assessment, and determination of each applicant's eligibility for the Program.
7. An explanation to the applicant, if approved, of the obligation to report any change in income or resources that might affect the applicant's eligibility and the possible penalties under the law for failure to report such a change.
8. A decision regarding acceptance or denial of the application not later 14 days after the date on which the BVCOG receives a complete application, and a written notification of the decision to the applicant. If the application is denied, the reason for the denial, the process for resubmitting an application at any time circumstances justify a redetermination of eligibility, and an explanation of the appeals procedure will be included.
9. An administrative hearing procedure with appropriate due process considerations, notification forms, and an appeal process for individuals or households whose application has been denied.
10. A recertification review of the eligibility of each household will occur as determined by the federal guidelines.
11. A review of all bills submitted to BVCOG by the landlord, renter, and/or utility provider(s) to verify accuracy and the eligibility of the applicant.

12. Remittance to the County of bills that have been reviewed and approved for payment to the applicant, landlord and/or utility provider(s).
13. Adequate staffing to be matched to the volume of work that would ensure timely processing of applications and Program administration.
14. Other duties as may be agreed upon to effectively administer this program.

RESPONSIBILITIES OF THE COUNTY

For and in consideration of the services provided by BVCOG, the County will provide:

1. Acceptance and payment of bills submitted and determined by BVCOG to be in accordance with the payment standards of the Program.
2. Payment of BVCOG'S costs and indirect cost rate to administer the program for Brazos County. Payment requests are to be made not more frequently than monthly.
3. Payment in accordance with the payment standards of the Program for services determined by BVCOG to be in the performance of the Program.
4. Payment of BVCOG's cost to administer Brazos County's portion of the Program are to be made not more frequently than monthly.
5. An audit of the program and/or pro-rata payment of any potential outside audit of the Program, if necessary.
6. Retention of all records relating to an application at least until the end of the third complete fiscal year following the date on which the application is submitted.
7. Furnished and functional office space for BVCOG staff to daily administer the Program to include but not be limited to, phone service, broadband service, computers and office productivity software (i.e., MS Word, Excel, Outlook, etc.), temporary and filtered computer access to the county's network or VPN capability back to BVCOG's network as agreed upon and determined adequate by both entity's IT Directors. The functionality of the office should be what is normally associated with typical government office activities and must be adequate for BVCOG personnel to carry out the effective administration of the Program.
8. Announcing and advertising of the Program's availability and how the community may access the Program.

TERMINATION

This Agreement may be terminated by either of the parties hereto upon ninety (90) days written notice.

NOTICE

Any official notices by one Party to another must be in writing and sent by certified mail return receipt requested, and properly addressed to the respective Parties as stated below.

Brazos County Judge
200 South Texas Ave. Suite 332
Bryan, Texas 77803
Tel: (979) 361-4102

Brazos Valley Council of Governments
P.O. Drawer 4128
3991 E. 29th St.
Bryan, TX 77802
Tel: (979) 595-2800

AUDIT

BVCOG agrees that County, or its designated representative, shall have the right to retain, review and to copy any records and supporting documentation pertaining to the performance of this Agreement. BVCOG agrees to maintain records it may have that pertain to the Program for possible audit for a minimum of three (3) years after the termination date of this Agreement, unless a longer period of records retention is stipulated. BVCOG agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. BVCOG agrees that County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which County provided funds to the BVCOG under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the COUNTY.

Annual financial statements (audited if available) are available to the Brazos County upon request within six (6) months of completion.

ALTERNATIVE DISPUTE RESOLUTION

The parties agree that, in the event that suit is filed by either of them based on or pertaining to this Agreement, they shall submit this dispute to mediation as described in Section 154.023 of the Texas Civil Practices and Remedies Code. The parties further agree that the results of the mediation will not be binding on the parties. The parties shall have the right to undertake proceedings in a court of proper jurisdiction.

INDEMNITY

Any monetary loss suffered by the County from ineligible clients, mistake, fraud or other conditions can be recovered from the BVCOG only to the extent of available insurance.

AMENDMENT

This Agreement shall be automatically amended by the amendments made to the governing legislation and/or regulation by the federal agency that provided the funding. In all other respects, this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

GOVERNING LAW

This Agreement shall be executed in and shall be governed by the laws of the State of Texas. Venue shall be in Brazos County, Texas.

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents, which may be necessary to carry out the provisions of this Agreement.

FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and software providers, phone and internet service providers, carriers, or other parties to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon and an expected date when obligations under this Agreement will be resumed.

SEVERABILITY

If any clause or provision hereof is invalid, unenforceable, or illegal under present or future laws, or held to be invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions hereof shall not be affected.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

FISCAL FUNDING

Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item or obligation contained herein for the term of the Agreement and any extension thereto. BVCOG, or any other person or entity directly or indirectly employed by the BVCOG or any other person or entity to whom the BVCOG may be liable to, shall have no right of action against the County in the event the county is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may, in its sole discretion, provide funds from a separate source or may, in its sole discretion, terminate this Agreement by written notice to the BVCOG at the earliest possible time under the circumstances.

EFFECTIVE the _____ day of _____, 2021

BRAZOS COUNTY

By: _____ Date _____
Judge Duane Peters

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

By: _____ Date _____
Tom Wilkinson, Jr.
Executive Director