

**AGREEMENT**  
**BETWEEN COLLIN COUNTY, TEXAS**  
**AND [INSERT LANDLORD NAME]**  
**FOR A COLLIN COUNTY EMERGENCY RESIDENTIAL ASSISTANCE PROGRAM PAYMENT**

THE AGREEMENT is made this [INSERT DAY OF MONTH] day of [INSERT MONTH] 2021 (“Effective Date”), by and between Collin County, Texas (“Collin County”), and [INSERT LANDLORD NAME] (“Landlord”), the Landlord for [INSERT TENANT NAME] (“Tenant”), the applicant for funding from the Collin County Emergency Residential Assistance Program as described below (Collin County and Landlord may be referred to individually as a “Party” and jointly as the “Parties”).

**WHEREAS**, the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 makes available \$25 billion for emergency rental assistance to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic; and

**WHEREAS**, Collin County is the recipient of funding allocated by the U.S. Department of the Treasury from the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 and on January 25, 2021, the Collin County Commissioners Court approved the use of such funding for the Collin County Emergency Residential Assistance Program (“ERAP”); and

**WHEREAS**, the ERAP is necessary to help individuals and families living in Collin County, excluding those located in the City of Dallas, City of Allen, City of Frisco, City of McKinney and City of Plano, who have suffered economic hardship due to the COVID-19 pandemic and are unable to pay rent and/or utilities due to the COVID-19 pandemic, by providing one or more rental payments in an amount up to 12 months of assistance (measured from March 13, 2020), plus an additional 3 months if the applicant is able to demonstrate that the extra months are needed to ensure housing stability and funds are available, not to exceed \$20,000; and

**WHEREAS**, on January 25, 2021, the Collin County Commissioners Court approved the award of a contract to Community Development Properties North Texas, Inc. to serve as the third-party administrator for the ERAP; and

**WHEREAS**, Tenant applied for funding from the ERAP, demonstrated that they qualified for unemployment or has experienced a reduction in household income, incurred significant costs, or experienced a financial hardship due to COVID-19; demonstrated a risk of experiencing homelessness or housing instability; and provided documentation that they had a household income at or below 80 percent of the area median, and was approved to be a beneficiary of this emergency rental assistance; and

**WHEREAS**, Landlord currently leases a dwelling unit to Tenant under a valid, written lease.

**NOW THEREFORE**, the Parties hereby agree as follows:

## AGREEMENT

### DIRECT FINANCIAL ASSISTANCE

- 1) Rental Payment. The total amount of direct financial assistance may include the rent, rental arrears, contracted late fees, and reasonable landlord attorney fees and court costs for active eviction cases for which Tenant and/or Landlord was/were deemed eligible and which are exclusively related to the leased premises located at **[INSERT TENANT'S ADDRESS]** ("Dwelling.") The total amount of direct financial assistance to be provided directly to Landlord is \$ **[INSERT AMOUNT]** ("Rental Payment").
- 2) Application of Rental Payment. Landlord shall apply the Rental Payment only to the account related to Tenant's Dwelling in the following manner.

### **[INSERT MONTHS, AMOUNTS, AND ELIGIBLE EXPENSES]**

- 3) Source of Funding. The Parties acknowledge that funding for this Agreement comes from Coronavirus Response and Relief Supplemental Appropriations Act of 2021 funding received by Collin County. Collin County has no independent obligation to provide Landlord with funds from any other source.
- 4) No Duplication of Benefits. Landlord certifies that it has not and will not accept payment from another source for the Rental Payment, as specifically described in Sections 1 and 2.

### REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS

- 5) Compliance with Federal, State, and Local Laws. Landlord shall comply with and obey all federal, state, and local laws, regulations, and ordinances applicable to the ERAP. Landlord certifies that it has the legal right to lease the dwelling unit covered by this Agreement to Tenant during the term of the Agreement.
- 6) Agreement Regarding Eviction. Landlord agrees to not initiate eviction proceedings against Tenant for at least 90 days after the Rental Payment is transferred to Landlord, unless a basis for such eviction is that tenant, tenant's occupants, or tenant's guests engaged in criminal conduct. Furthermore, Landlord agrees to halt any pending eviction proceedings against Tenant, regardless of the basis for the eviction, and not resume such eviction proceedings for at least 90 days after the Funding Amount is transferred to Landlord.
- 7) No Debarment, Suspension, Ineligibility and Voluntary Exclusion. Landlord certifies that Landlord is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

### DEFAULT AND TERMINATION

- 8) Return of Rental Payment for Non-Compliance and Right to Cure. Should it be determined that Tenant or Landlord failed to disclose material information, provided misleading information, or engaged in actions that violate applicable laws or breach provisions of this Agreement, or otherwise is determined by the Federal Government or Collin County to be in violation of any applicable regulation or law, Landlord shall return to Collin County that portion of the Rental Payment that was later determined to have been obtained or spent in violation of applicable laws, regulations, or this Agreement, upon three (3) days written notice. The remedy provided in this section is in addition to and not in lieu of any and/or all other claims, causes of action, and legal and equitable remedies available to Collin County under applicable law.

- 9) Termination or Expiration of the Agreement. If Collin County terminates this Agreement, Landlord's duties under Paragraphs 8, 10, and 18-19 shall survive such termination or expiration of the Agreement.

#### **MAINTENANCE OF RECORDS AND RIGHT TO REVIEW**

- 10) Maintenance of Records; Public Records. Landlord shall maintain accurate and written records, including accounting records such as invoices, proof of payment, books, documents, data and other evidence that reflect all of Landlord's expenditure of the Rental Payment. These records must be sufficient to demonstrate that the Rental Payment has been used in accordance with applicable laws, regulations, and this Agreement. Collin County may at any time review Landlord's documentation to determine Landlord's conformance with the requirements of the Agreement and Landlord shall make available to Collin County, upon request, all of Landlord's records and documents with respect to all matters covered by this Agreement.
- a) Collin County may require Landlord to provide additional documentation if the existing documentation is deemed incomplete.
  - b) Landlord shall retain all records related to this Agreement for a period of six (6) years following the receipt of the Rental Payment. Those records, including materials generated under this Agreement, shall be subject at all reasonable times to inspection and review by Collin County, and to audit by state or federal officials so authorized by law, regulation or agreement.
  - c) If any litigation, claim, or audit is started before the expiration of the six (6) year time period provided in Section 10(b) above, the records shall be retained until all litigation claims or audit findings involving the records have been resolved.
  - d) All of Tenant's or Landlord's documents and records comprising this Agreement, and all other documents provided to Collin County may be subject to disclosure under Texas Government Code Chapter 552 ("Texas Public Information Act"). Thus, Collin County may be required, upon request, to disclose the Agreement and other documents or records related to it unless an exception under the Texas Public Information Act or other laws applies.

#### **MISCELLANEOUS PROVISIONS**

- 11) Incorporation of Recitals/Exhibits. The Recitals and referenced Exhibits are incorporated herein by this reference.
- 12) Time. Time is of the essence for all provisions of this Agreement.
- 13) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the Rental Payment and supersedes any prior agreements or understandings, written or oral, with respect to the Rental Payment. Landlord is not relying upon any promises, representations or understandings, written or oral, in entering into the Agreement, other than as expressly set forth in the Agreement. No amendment to the Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
- 14) Authority to Execute. Each Party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective Parties as duly authorized representatives thereof.
- 15) Assignment. Landlord agrees that this Agreement will not be assigned without the prior written consent of the Collin County. Collin County may assign the Agreement in its sole discretion without

the consent of Landlord.

- 16) No Waiver of Immunity. The Parties acknowledge and agree that, in executing and performing this Agreement, Collin County has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.
- 17) Representation. Each Party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.
- 18) Hold Harmless and Indemnity. Landlord shall release, defend, indemnify and hold harmless Collin County, its officers, elected officials, employees, volunteers, agents and insurers from and against any and all claims, actions, charges, suits and judgments (including court costs and reasonable attorney fees) whatsoever that in any way arise out of Landlord's, or any other third parties' (for whom the Landlord is responsible) performance or nonperformance of the purposes called for in this Agreement.
- 19) No Conflicts. Landlord acknowledges and represents that Landlord is aware of the laws related to prohibited interests found in state law. Landlord acknowledges and is aware that the existence of a prohibited interest at any time during the term or any extension of this Agreement will render the Agreement voidable. Landlord covenants that it is not in violation of any prohibited interest referred to above.
- 20) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.
- 21) Headings. The article and section headings in no way define, limit, extend or interpret the scope of this Agreement or of any article or section.
- 22) Validity. If any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.
- 23) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas except to the extent federal law applies. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 24) Counterparts. This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original.
- 25) Notices. Notices shall be effective when hand-delivered during normal business hours or two (2) business days after mailing via certified mail with return receipt requested, postage prepaid, to the address listed below. Either party may change its address for notices by written notice as specified above.

Written notices and other correspondence to Collin County shall be sent to:

Written notices and other correspondence to Landlord shall be sent to:

**[INSERT LANDLORD NAME AND ADDRESS]**

**ACCEPTANCES**

By their signatures below, the duly authorized representatives of the Parties accept the terms of this Agreement in full.

EXECUTED this [INSERT DAY OF MONTH] day of [INSERT MONTH], 2021.

**LANDLORD:**

**COLLIN COUNTY:**

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**BY: [INSERT LANDLORD NAME]**

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**BY:**  
Community Development Properties North  
Texas, Inc.  
Third-Party Administrator for Collin County,  
Texas