

CONTRACT FOR EMERGENCY RENTAL ASSISTANCE SERVICES

This Contract for Emergency Rental Assistance Services (“Contract”) is made and entered into this 18th day of August, 2021, by and between the City of Texas City, Texas, hereinafter referred to as the “City” and Catholic Charities, herein referred to as the Contractor, for and in consideration of the mutual covenants and considerations hereinafter contained.

The City, through its Community Development Department (CDD), is contracting with Catholic Charities (CCGH) to operate the COVID-19 Emergency Rental Assistance Program (“Program”), to provide approximately \$435,763 in Community Development Block Grant CV (“CDBG-CV”) funds to pay arrears and/or future rent for households that can demonstrate an inability to pay rent due to the effects of the pandemic, including a loss of employment.

Term and Scope of Contract:

The Contract’s term will be August 16, 2021 – February 28, 2022. This Contract may be extended up to 90 days, in the event the City receives additional CDBG-CV funds, or the existing funds are not exhausted prior to February 29, 2022. The Contractor shall execute the following tasks:

- Within 5 business days of Contract execution, develop plans and materials for launch of new program.
- Within 15 business days of Contract execution, demonstrate capacity to begin accepting and processing applications.
- Communicate in hard copy, digitally and via phone with applicants regarding pre-application process, application process, guidelines of the program, and status of applications and payments.
- Assist tenants and landlords in navigating the application process.
- Communicate with landlords and tenants regarding incomplete applications and collect missing data/information.
- Ensure entry of all needed applicant information into CDD housing database (Neighborly).
- Review and determine eligibility of applications.
- Communicate with all applicants and landlords regarding determination of eligibility.
- Work with CDD staff and vendors to facilitate weekly subsidy payments.
- Review payments for accuracy and report weekly to CDD.
- Work with CDD staff and vendors to ensure quality administration of program.

Contract Implementation Schedule:

August 26 - Establish a phone number for Texas City Help Line for Emergency Assistance.

August 16 -27 - Create and launch website.

August 18 – February 28, 2022 (or until all funds are expended) - Review Applications. All applications will be reviewed for CDBG-CV eligibility, completeness, and supporting documentation which demonstrates compliance with the national objective of low- and moderate-income limited clientele (LMC). (A full description of the LMC criteria is included in Appendix A to this Contract).

The CCGH Program Coordinator and Eligibility Specialist will communicate applicants via phone, email, and text message. Rental payments will be processed according to eligibility requirements until all funds are expended. Rents will be paid by check or ACH through the CCGH Finance Office.

August 18 – To Project Completion -Quality Compliance and reporting- The CCGH QC team will review the emergency assistance program for compliance and test 10% of files on a daily or weekly basis. CCGH will provide reports to CDD on a weekly basis or as otherwise required.

August 30 (or earlier if possible)- To Project completion- Application outreach. CCGH will work with CDD to notify the public including renters and landlords about the program and announce regular outreach events to assist renters with the application process.

Budget:

The budget breakdown for this Contract of \$500,763 is as follows:

Direct Emergency Assistance to eligible clients: \$435,763
Personnel Costs: \$35,180
Technology Costs: \$22,760
Office Supplies and related costs: \$7,060

Method of Payment:

Contractor will invoice monthly based on Appendix B attached. The City hereby agrees to pay upon receipt of such invoice.

Miscellaneous:

This Contract contains the entire understanding between the Parties and supersedes and replaces any and all previous agreements and/or oral negotiations. The Parties stipulate and agree that neither of them has made any representations concerning the execution and delivery of this Contract except such representations as specifically set forth herein and that all the terms and conditions of this Contract are set forth in this writing, and there are no representations or agreements that are not so contained herein and that neither party is relying upon any representation made by the other that is not contained herein in connection with the negotiations and the terms of this Agreement. THE PARTIES AGREE THAT THIS AGREEMENT MAY ONLY BE CHANGED OR MODIFIED BY AN AGREEMENT IN WRITING SIGNED BY BOTH PARTIES.


The invalidity or unenforceability of any term or provision of this Contract shall not affect the validity or enforceability of any other terms or provisions and this Contract shall be construed in all other respects as if the invalid or unenforceable term or provision were omitted.


This Contract may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their behalf as of the day of the year first above written.

CITY:

CONTRACTOR:


By: Dedrick Johnson
Title: MAYOR


By: Cynthia N. Colbert
Title: President/CEO

APPENDIX A

Community Development Block Grant Program's National Objective Compliance Criteria for Carrying out Limited Clientele (LMC) Activities:

A L/M income limited clientele activity is an activity which provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit particular persons without regard to the area in which they reside, or it may be an activity which provides benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51% of the beneficiaries of the activity must be L/M income persons.

To qualify under this subcategory, a limited clientele activity must meet one of the following tests:

Exclusively benefit a clientele who are generally presumed by HUD to be principally L/M income persons. The following groups are currently presumed by HUD to be made up principally of L/M income persons: abused children, elderly persons, battered spouses, homeless persons, adults meeting Bureau of Census' definition of severely disabled persons illiterate adults, persons living with AIDS, and migrant farm workers.

Or

Require information on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the L/M income limit. (This includes the case where the activity is restricted exclusively to L/M income persons).

The above information is from Chapter 3 in Guide to National Objectives and Eligible Activities for CDBG Entitlement Communities.

APPENDIX B

BILLING AND PAYMENT TERMS

All invoices for both professional services and subsidy payments, with the appropriate back-up, should be sent to:

City of Texas City
Attn: Titilayo Odion
1801 9th Ave. N
Texas City, TX 77591

Or, electronically to:

todion@texascitytx.gov

Invoices for reimbursement of subsidy payments should be sent with a spreadsheet detailing the payments that have been made on the City's behalf to qualified property owners as back-up.

Invoices will be paid upon receipt if approved.

