



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER

PAGE 1 OF

11

DATE:

10/15/2024

**SUBJECT: CONSIDERATION OF PROGRAM YEAR 2024 EMERGENCY SOLUTIONS
GRANT PROGRAM SUBRECIPIENT AGREEMENT BETWEEN
TARRANT COUNTY AND PRESBYTERIAN NIGHT SHELTER FOR
EMERGENCY SHELTER OPERATIONS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Program Year (PY) 2024 Emergency Solutions Grant (ESG) Program Subrecipient Agreement between Tarrant County and Presbyterian Night Shelter for emergency shelter operations in the amount of \$39,637.17.

BACKGROUND

On June 18, 2024, the Commissioners Court, through Court Order #143320, approved the PY 2024 Action Plan for Tarrant County Community Development. The Action Plan includes provisions for the Tarrant County ESG program. PY 2024 begins July 1, 2024 and ends June 30, 2025.

The Tarrant County ESG program provides support and funding for emergency shelter operations and homelessness prevention. Through the ESG program, Tarrant County reimburses local shelters through subrecipient agreements for the cost of rent, electricity, water, and gas utilities to ensure the continued operation of emergency shelters for homeless persons. The ESG homelessness prevention program also provides case management and short-term rental assistance for income-qualified renters with eviction notices to prevent homelessness.

On September 17, 2024, the Commissioners Court, through Court Order #143871, approved the PY 2024 ESG Program Agreement between Tarrant County and the U.S. Department of Housing and Urban Development (HUD) in the amount of \$254,138.00.

With approval, Tarrant County will reimburse Presbyterian Night Shelter \$39,637.17 for ESG-eligible expenses to provide safe, decent emergency shelter to those experiencing homelessness.

The term of this agreement is from July 1, 2024 through June 30, 2025 with no option to renew.

This agreement has been approved as to form by the Criminal District Attorney's Office.

FISCAL IMPACT

Funding in the amount of \$39,637.17 is available through ESG grant #E-24-UC-48-0001. Funded agencies are responsible for match requirements.

SUBMITTED BY

Community Development and
Housing

PREPARED BY:

Janel Holt

APPROVED BY:

James McClinton



COMMISSIONERS COURT
COMMUNICATION

CO#144071
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STATE OF TEXAS §
 § **EMERGENCY SOLUTIONS GRANT PROGRAM**
 § **AGREEMENT**
COUNTY OF TARRANT §

WHEREAS, Tarrant County is an Urban Entitlement County and has received a grant through the 2024 Emergency Solutions Grant Program (“ESG”) (CFDA No. 14.231) under the provisions in Title IV of the Stewart B. McKinney Homeless Act (**Grant E-24-UC-48-0001**); and

WHEREAS, Tarrant County has an approved Consolidated Plan outlining the needs of the homeless in Tarrant County, and

WHEREAS, the Tarrant County Community Development Department manages the Emergency Solutions Grant Program, and may perform the duties and responsibilities of Tarrant County under this Contract; and

WHEREAS, an emergency shelter is defined as any facility, the primary purpose of which is to provide temporary or transitional shelter for the homeless in general or for specific populations of the homeless; and

WHEREAS, “homelessness” is defined in FR–5333–F–02; and

WHEREAS, **Presbyterian Night Shelter** (UEI #PDPGPM7PJLR2) (the “Agency”) has been designated as an emergency shelter for the homeless to receive funds allocated to Tarrant County by the U.S. Department of Housing and Urban Development;

Now, therefore, it is agreed as follows:

PURPOSE

This Agreement is entered into by and between **Tarrant County, Texas** (the “County”) and the Agency for the purpose of providing safe, decent emergency shelter for the homeless, a Tarrant County priority consistent with the Tarrant County Consolidated Plan.

SCOPE OF SERVICES

From the proceeds awarded to the County under the **Emergency Solutions Grant Program** (the “Grant”), the County will reimburse the Agency a budgeted amount for providing emergency shelter for the homeless. The County will reimburse The Agency for emergency shelter facility operating expenses. Eligible expenses include utility costs of electric, gas and water services provided at the emergency shelter facility.

Approved Budget: The total one-year project budget for Emergency Solutions Grant Program # E-24-UC-48-0001 is **\$254,138.00**. The County, upon submission of written requests from the Agency, will reimburse the Agency out of the total project budget for allowable expenditures up to, but not exceeding, the following specified amounts:

Emergency Shelter Operations Expenses

**Maximum Reimbursement
\$39,637.17**

The County will reimburse the Agency for this service upon timely submission of a monthly statement of expenditures. The County will only reimburse the Agency under this grant for approved eligible expenses as defined by 24 CFR Part 576 and 42 USC § 11375. The County will not reimburse the Agency for ineligible expenses or expenses incurred in excess of the maximum reimbursement amount under the total project budget.

Match Requirement: The Agency is responsible for a 100% one-to-one, dollar-for-dollar cash match payment for this grant.

TERM OF AGREEMENT

This Agreement shall be for a term of twelve (12) months, commencing on July 1, 2024 and terminating June 30, 2025.

DOCUMENTATION, REPORTS AND AUDITS

The Agency must provide the following documentation to the County with each claim for reimbursement per 24 CFR 576 and 42 USC 11375:

1. Documentation of utility costs paid for the operation of the emergency shelter facility.
2. Reports detailing the unduplicated count and demographic data of homeless persons served must be entered into the Homeless Management Information System (HMIS) at least monthly. The County will check HMIS periodically to extract data. By accepting ESG funding from the County, the Agency authorizes the operators of the local HMIS system to share Agency data with the County for all programs that are touched by these source or matched funds.
3. Documentation of match funding (from sources other than any Emergency Solutions Grant) in the same amount as the amount claimed for reimbursement. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a Federal source of funds:
 - a. The recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match ESG funds.
 - b. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this Agreement.
 - c. To be eligible for reimbursement, the Agency's documentation must include a description of the sources and amounts of such supplemental funds. Such reports and statements must be signed by a duly authorized agent of the Agency.

The County is under no obligation to disburse funds for expenditures that occurred more than thirty (30) days prior to the first day of the quarter for which documentation and reports are submitted.

The Agency agrees to cooperate fully with the County in monitoring the Agency. In this regard, the Agency agrees to keep records sufficient to document its compliance with all applicable laws, regulations and terms of this Agreement. All records shall be retained for five (5) years after the expenditure of all funds from the grant under which the program participant was served. Tarrant County, the U.S. Department of Housing and Urban Development ("HUD"), and the United States Comptroller General, or their representatives, shall have access to any books, documents, records and papers relating to the operations of the Agency under this contract for the purpose of audit, examination, exception and transcription at all reasonable hours at the offices of the Agency. A single audit of all the Agency's operations may be conducted upon demand of the County or an independent public accountant of the County's choice, in accordance with 2 CFR part 200.

If, as a result of any audit, it is determined that the agency has misused, misapplied or misappropriated all or any part of the grant funds described herein, the agency agrees to indemnify, hold harmless and defend the county and its officers, agents, servants and employees from and against any and all claims or suits resulting from such misuse, misapplication or misappropriation of such funds and to reimburse the county the amount of such monies so misused, misapplied or misappropriated.

The agency covenants and agrees that, in the event an audit is conducted by the county or on behalf of the county, which audit reveals any improper expenditures by the agency, its officers, agents, servants, employees and/or subcontractors, of the funds granted hereunder and such questioned costs are disallowed and become final under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost, plus any sums the county is required to reimburse to HUD, shall constitute liquidated damages for the breach of that portion of the contract audited. In case such disallowed cost becomes final as herein set out, the agency agrees to pay the county said sum for the agency's failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this agreement.

CONFLICT OF INTEREST

Agency agrees to abide by the provisions of 2 CFR 200.318 with respect to conflicts of interest, and covenants that it presently has no personal or financial interest or benefit, and shall not acquire any personal or financial interest or benefit, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement.

These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the county or of the sponsor, who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities during his or her tenure or for one year thereafter.

Participation by homeless individuals who also are participants under the program in policy or

decision making under 24 CFR 583.300(f) does not constitute a conflict of interest.

To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the subrecipients officers, employees, or agents, or by contractors or their agents.

Likewise, all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Agency shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. The other factors shall include the bidder's or offeror's compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), hereafter referred to as "Section 3." Section 3 provides that, to the greatest extent feasible, and consistent with existing Federal, State, and local laws, and regulations, economic opportunities generated by certain HUD financial assistance shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

Any violations of these conflict of interest provisions by Agency and/or its subrecipients or contractors shall render this contract voidable by Tarrant County.

CLIENT HEALTH TESTING

The Tarrant County homeless population is experiencing an increase in the number of persons who test positive for certain diseases, such as tuberculosis, syphilis and HIV. All agencies that contract with Tarrant County are encouraged to facilitate testing of all clients for these and any other disease(s) that may be considered a public health epidemic.

FORM 1295 COMPLIANCE

Agency acknowledges and agrees that she has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached as Exhibit A, with the Texas Ethics Commission as required by law.

GOVERNING LAW AND VENUE

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall be in Tarrant County, Texas for state court actions and the Northern District of Texas, Fort Worth Division for federal court actions. This Agreement shall be governed by the laws of the State of Texas.

COMPLIANCE WITH LAWS

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPLICABLE FEDERAL LAWS

The Agency agrees to comply with all Federal laws and regulations applicable to this agreement as administered under HUD's rules and guidelines. Laws and regulations governing the Emergency Solutions Grant Program include the following but not limited to:

Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000(d) *et seq.*);
Title VIII of Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*);
Executive Orders 11063, 11246, as amended by 11375 and as supplemented by
Department of Labor regulations (41 CFR Part 60);
Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);
Section 3 of the Housing and Urban Development Act of 1968, as amended, 12
U.S.C. 1701(u);
Violence Against Women Act (VAWA) of 2013;
Imprisoned or Detained Individual Exclusion (42 U.S.C. 11302);
Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35;
Uniform Relocation Act and 49 CFR Part 24, subpart B and 24 CFR 576.408;
Conflicts of Interest at 24 CFR 576.404;
Environmental Review at 24 CFR 576.407(d);
and,
Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards 2 CFR part 200.

ANNUAL FISCAL CONDITION PRECEDENT

The parties acknowledge and agree that the Tarrant County, Texas is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for the County's fiscal years subsequent to that in which funds for this Agreement are first allocated, the County may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

NOTICES

Either party maintains the right to terminate this agreement with a thirty (30) day written notice by Registered or Certified Mail, Return Receipt Requested to the other party. All written notices to the County shall be addressed to:

Tarrant County Community Development Division

Attn: Janel Holt
2501 Parkview Drive, Suite 420
Fort Worth, Texas 76102

Written notice to the Agency shall be addressed to:

Presbyterian Night Shelter

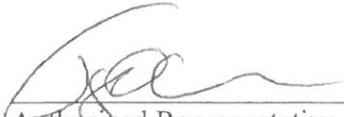
Attn: Toby Owen
2400 Cypress
Fort Worth, Texas 76102

SIGNED AND EXECUTED this 15th day of October, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

AGENCY

Tim O'Hare
County Judge



Authorized Representative

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ 39,637.17

Kimberly Collier Wesley
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Presbyterian Night Shelter
Fort Worth, TX United States

Certificate Number:
2024-1217785

Date Filed:
09/23/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ESG - PNS
Homeless shelter utilities

4 Name of Interested Party

City, State, Country (place of business)

Nature of interest
(check applicable)

Controlling

Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Toby Owen, and my date of birth is 3/3/1972.

My address is 2400 Cypress Street, Fort Worth, TX, 76102, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 23 day of September, 2024.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

1.	Subrecipient Name	Presbyterian Night Shelter
2.	Subrecipient UEI Number	PDPGPM7PJLR2
3.	Federal Award Identification Number (FAIN)	E-24-UC-48-0001
4.	Federal Award Date	7/1/2024
5.	Subaward Period of Performance Start and End Date	7/1/2024-6/30/2025
6.	Amount of Federal Funds Obligated by This Action	TBD
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$39,637.17
8.	Federal Award Project Description, as required by FFATA	ESG Program
9.	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
10.	Pass-Through Entity	Tarrant County
11.	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
12.	CFDA Number and Name	2024 Emergency Solutions Grant Program, 14.231
13.	Identification if the Award is R&D	N/A
14.	Indirect Cost Rate	N/A

STATE OF TEXAS §
 § **EMERGENCY SOLUTIONS GRANT PROGRAM**
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If, as a result of any audit, it is determined that the agency has misused, misapplied or misappropriated all or any part of the grant funds described herein, the agency agrees to indemnify, hold harmless and defend the county and its officers, agents, servants and employees from and against any and all claims or suits resulting from such misuse, misapplication or misappropriation of such funds and to reimburse the county the amount of such monies so misused, misapplied or misappropriated.

The agency covenants and agrees that, in the event an audit is conducted by the county or on behalf of the county, which audit reveals any improper expenditures by the agency, its officers, agents, servants, employees and/or subcontractors, of the funds granted hereunder and such questioned costs are disallowed and become final under the procedures of the party by whom or on whose behalf said audit is conducted, then the amount of such disallowed cost, plus any sums the county is required to reimburse to HUD, shall constitute liquidated damages for the breach of that portion of the contract audited. In case such disallowed cost becomes final as herein set out, the agency agrees to pay the county said sum for the agency's failure to perform the duties, bear the liabilities and fulfill the obligations imposed upon it by this agreement.

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COMPLIANCE WITH LAWS

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

APPLICABLE FEDERAL LAWS

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Title VIII of Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*);
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Section 3 of the Housing and Urban Development Act of 1968, as amended, 12
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Violence Against Women Act (VAWA) of 2013;
Imprisoned or Detained Individual Exclusion (42 U.S.C. 11302);
Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35;
Uniform Relocation Act and 49 CFR Part 24, subpart B and 24 CFR 576.408;
Conflicts of Interest at 24 CFR 576.404;
Environmental Review at 24 CFR 576.407(d);
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Requirements for Federal Awards 2 CFR part 200.

ANNUAL FISCAL CONDITION PRECEDENT

The parties acknowledge and agree that the Tarrant County, Texas is a governmental entity subject to an annual budgetary process and restrictions on spending in conformity with that process and its approved budget. The parties further agree that, notwithstanding any other language or provision herein to the contrary, if for any reason funds are not budgeted expressly for this agreement for the County's fiscal years subsequent to that in which funds for this Agreement are first allocated, the County may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the expiration of the last date for which funds have already been so allocated under an existing, finally approved budget.

NOTICES

Either party maintains the right to terminate this agreement with a thirty (30) day written notice by Registered or Certified Mail, Return Receipt Requested to the other party. All written notices to the County shall be addressed to:

Tarrant County Community Development Division

Attn: Janel Holt
2501 Parkview Drive, Suite 420
Fort Worth, Texas 76102

Written notice to the Agency shall be addressed to:

Presbyterian Night Shelter

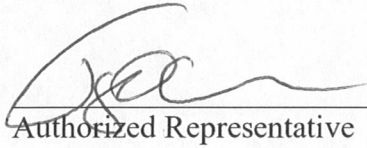
Attn: Toby Owen
2400 Cypress
Fort Worth, Texas 76102

SIGNED AND EXECUTED this _____ day of _____, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

AGENCY

Tim O'Hare
County Judge



Authorized Representative

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Collier Wesley
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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1217785

Date Filed:
09/23/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Presbyterian Night Shelter
Fort Worth , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Tarrant County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ESG - PNS
Homeless shelter utilities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Toby Owen, and my date of birth is 3/3/1972.

My address is 2400 Cypress Street, Fort Worth, TX, 76102, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 23 day of September, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

1.	Subrecipient Name	Presbyterian Night Shelter
2.	Subrecipient UEI Number	PDPGPM7PJLR2
3.	Federal Award Identification Number (FAIN)	E-24-UC-48-0001
4.	Federal Award Date	7/1/2024
5.	Subaward Period of Performance Start and End Date	7/1/2024-6/30/2025
6.	Amount of Federal Funds Obligated by This Action	TBD
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$39,637.17
8.	Federal Award Project Description, as required by FFATA	ESG Program
9.	Name of Federal Awarding Agency	U.S. Department of Housing and Urban Development
10.	Pass-Through Entity	Tarrant County
11.	Contact Information for Awarding Official	Tarrant County 100 E. Weatherford Street Fort Worth, TX 76196-0001
12.	CFDA Number and Name	2024 Emergency Solutions Grant Program, 14.231
13.	Identification if the Award is R&D	N/A
14.	Indirect Cost Rate	N/A