


## Funding Approval/Agreement

Emergency Solutions Grants Program – CARES Act Funding  
Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,  
42 U.S.C. 11371 et seq., and the CARES Act, Public Law 116-136  
CFDA Number 14.231

U.S. Department of Housing and Urban  
Development  
Office of Community Planning and Development

1. Recipient Name and Address Tarrant County 100 East Weatherford Street Fort Worth, TX 76196-0103		2. Unique Federal Award Identification Number: E-20-UW-48-0001
		3. Tax Identification Number: 756001170
		4. Unique Entity Identifier (DUNS): 068365220
5. Fiscal Year (yyyy): 2020 (Supplemental CARES Act funding)		
6. Previous Obligation (Enter "0" for initial CARES Act allocation)	\$3,578,786.00	
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)	\$480,373.00	
8. Total Amount of Federal Funds Obligated	\$4,059,159.00	
9. Total Required Match: \$ 0		
10. Period of Performance Start Date (the date listed in Box 16)  06/12/2020		11. Period of Performance End Date (24 months after the date listed in Box 16)  06/12/2022
12. Type of Agreement (check applicable box) <input type="checkbox"/> Initial Agreement (Purpose #1 – Initial CARES Act allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input checked="" type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		13. Special Conditions and Requirements  <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached

**General Terms and Conditions:** This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority provided under the "Homeless Assistance Grants" heading of title XII of Division B of the CARES Act (Public Law 116-136) and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). Subject to the CARES Act and any waivers or alternative requirements HUD shall make as provided by that Act, the Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions and requirements attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds available to the Recipient upon execution of this Agreement by the Recipient and HUD. The funds may be used for costs incurred by a State or locality before the Period of Performance, provided the costs are otherwise allowable and were incurred to prevent, prepare for, and respond to coronavirus. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58, subject to the exception the CARES Act provides for temporary emergency shelters. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party. Without the Recipient's execution of an amendment or other consent, HUD may amend this Agreement either to provide additional funds to the Recipient under the CARES Act or to deobligate funds under this Agreement in accordance with applicable law.

14. For the U.S. Department of HUD (Name, Title, and Contact Information of Authorized Official) Shirley Henley 817-978-5951 CPD Director	15. Signature 	16. Federal Award Date (mm/dd/yyyy) 9/12/2022
17. For the Recipient (Name and Title of Authorized Official)  B. Glen Whitley, County Judge	18. Signature	19. Date (mm/dd/yyyy) / /

Funding Information (HUD Accounting Use Only):

PAS Code: HAEV  
Appropriation: 00192  
Appro Symbol: F

Region: 06  
Office: (Fort Worth)

Program Code: ES9  
Allotment: 868

## Special Conditions and Requirements for CARES Act funding for ESG

### Indirect Cost Rate

The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

*Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.*

<u>Recipient Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
<hr/>	<hr/> 0 %	<hr/>
<hr/>	<hr/> %	<hr/>
<hr/>	<hr/> %	<hr/>

## **Special Conditions and Requirements for CARES Act funding for ESG**

### **Serving Youth Who Lack 3rd Party Documentation or Live in Unsafe Situations**

Notwithstanding any contrary requirements under the McKinney-Vento Homeless Assistance Act or 24 CFR part 576, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 578.3 as a condition for receiving assistance; and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under.

## **Special Conditions and Requirements for CARES Act funding for ESG**

### **Recipient Integrity and Performance Matters**

*(applicable if the amount in Box 8 of the Agreement is greater than \$500,000)*

The Recipient shall comply with the requirements in Appendix XII to 2 CFR part 200—  
Award Term and Condition for Recipient Integrity and Performance Matters.

## **Special Conditions and Requirements for CARES Act funding for ESG**

### **Restriction on CARES Act Funds**

The funds under this Agreement may only be used to prevent, prepare for, and respond to coronavirus, among individuals and families who are homeless or receiving homeless assistance, and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts created by coronavirus.

People experiencing homelessness shall not be required to receive treatment or perform any other prerequisite activities as a condition for receiving assistance.

**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.