

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

WHEREAS, Tarrant County is an Urban Entitlement County and has received a grant through the 2022 Emergency Solutions Grant Program (“ESG”) (CFDA No. 14.231) under the provisions in Title IV of the Stewart B. McKinney Homeless Act (**Grant E-22-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, **The Salvation Army - Fort Worth Mabee Center** (UEI HGC7JHH1UVP7) 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:

I. PURPOSE

This Agreement is entered into by and between **Tarrant County, Texas** (the “County”) and **The Salvation Army - Fort Worth Mabee Center** (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.

II. 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-22-UC-48-0001 is **\$250,018**. 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
	\$16,686.02

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.

III. 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.

IV. 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.

V. APPLICABLE FEDERAL LAWS

The Agency agrees to comply with all Federal laws and regulations applicable to this agreement as administrated 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.

VI. TERM OF AGREEMENT

This Agreement shall be for a term of twelve (12) months, commencing on July 1, 2022 and terminating June 30, 2023.

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:

The Salvation Army - Fort Worth Mabee Center
Attn: Deborah Bullock
P. O. Box 2333
Fort Worth, Texas 76113

VII. 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.

VIII. 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.

IX. 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.

SIGNED AND EXECUTED this _____ day of _____, 2022.

COUNTY OF TARRANT
STATE OF TEXAS

AGENCY



B. Glen Whitley
County Judge

Authorized Representative

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____



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.

Mabee Social Services Center
Fort Worth, TX United States

Certificate Number:
2022-936176

Date Filed:
09/20/2022

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/TCCDD

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.

PY2022-2023
Utility Services for Shelter Operations

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.



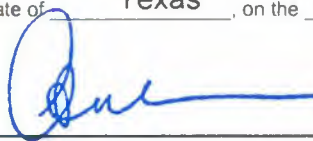
6 UNSWORN DECLARATION

My name is Art Penhale, and my date of birth is October 10, 1958

My address is 1221 River Bend Dr., Dallas, TX, 75247, USA
(street) (city) (state) (zip code) (country)

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

Executed in Dallas County, State of Texas, on the 27 day of Sept., 20 22
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

1.	Subrecipient Name	The Salvation Army
2.	Subrecipient UEI Number	HGC7JHH I UVP7
3.	Federal Award Identification Number (FAIN)	E-22-UC-48-0001
4.	Federal Award Date	7/1/2022
5.	Subaward Period of Performance Start and End Date	7/1/2022-6/30/2023
6.	Amount of Federal Funds Obligated by This Action	TBD
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$16,686.02
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	2022 Emergency Solutions Grant Program, 14.231
13.	Identification if the Award is R&D	N/A
14.	Indirect Cost Rate	N/A