



**TARRANT COUNTY**  
**COMMISSIONERS COURT**

**ADMINISTRATOR'S OFFICE**  
**COMMUNITY DEVELOPMENT DIVISION**

May 8, 2023

**Presbyterian Night Shelter**

Attn: Toby Owen  
2400 Cypress  
Fort Worth, Texas 76102

RE: Amendment No. 1 to 2021 Emergency Solutions Grant Program Contract Signed on September 14, 2021 (Commissioners Court Order No. 136298)

Dear Mr. Owen:

On September 14, 2021, Tarrant County and **Presbyterian Night Shelter** entered into the above-referenced contract (the "Contract"). By notice of this letter, Tarrant County proposes to amend the Contract concerning the following terms contained within the **Scope of Services** as follows:

**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-21-UC-48-0001 is **\$241,573**. 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:

	<b>Maximum Reimbursement</b>
<b>Emergency Shelter Operations Expenses</b>	<b>\$34,552.67</b>

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.

This portion of the Contract is hereby amended as follows:

## **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 two-year project budget for Emergency Solutions Grant Program #E-21-UC-48-0001 is **\$241,573**. 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:

	<b>Maximum Reimbursement</b>
<b>Emergency Shelter Operations Expenses</b>	<b>\$36,363.09</b>

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.

Tarrant County proposes to amend the Contract concerning the following terms contained within the **Term of Agreement** as follows:

## **VI. TERM OF AGREEMENT**

This Agreement shall be for a term of twelve (12) months, commencing on July 1, 2021 and terminating June 30, 2022.

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  
1509B S. University Drive, Suite 276  
Fort Worth, Texas 76107

Written notice to the Agency shall be addressed to:

**Presbyterian Night Shelter**  
Attn: Toby Owen  
2400 Cypress  
Fort Worth, Texas 76102

This portion of the Contract is hereby amended as follows:

**VI. TERM OF AGREEMENT**

This Agreement shall be for a term of twenty-four (24) months, commencing on July 1, 2021 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: James A. McClinton

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

\* \* \*

---

[END OF AMENDMENTS]

SIGNED AND EXECUTED this 9 day of May, 2023.

COUNTY OF TARRANT  
STATE OF TEXAS

AGENCY

\_\_\_\_\_  
Tim O'Hare  
County Judge

\_\_\_\_\_  
  
Authorized Representative

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

\_\_\_\_\_  
*Craig Price*  
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.

1.	Subrecipient Name	Presbyterian Night Shelter
2.	Subrecipient DUNS Number	21625335
	Subrecipient UEI Number	PDPGPM7PJLR2
3.	Federal Award Identification Number (FAIN)	E-21-UC-48-0001
4.	Federal Award Date	7/1/2021
5.	Subaward Period of Performance Start and End Date	7/1/2021-6/30/2023
6.	Amount of Federal Funds Obligated by This Action	TBD
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$36,363.09
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	2021 Emergency Solutions Grant Program, 14.231
13.	Identification if the Award is R&D	N/A
14.	Indirect Cost Rate	N/A