

2. Approval of Program Year 2023 Continuum of Care Subrecipient Agreement between Tarrant County and AIDS Outreach Center for the TBLA 114 Rapid Rehousing Program



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER _____

PAGE 1 OF 12

DATE: 05/07/2024

**SUBJECT: APPROVAL OF PROGRAM YEAR 2023 CONTINUUM OF CARE
SUBRECIPIENT AGREEMENT BETWEEN TARRANT COUNTY
AND AIDS OUTREACH CENTER FOR THE TBLA 114 RAPID
REHOUSING PROGRAM**

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

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve Program Year (PY) 2023 Continuum of Care (CoC) Subrecipient Agreement between Tarrant County and AIDS Outreach Center for the TBLA 114 Rapid Rehousing (RRH) Program in the amount of \$41,379.00.

BACKGROUND

In Fall 2023, Tarrant County, through the Community Development Department, in conjunction with the City of Fort Worth, the City of Arlington, and the Tarrant County Homeless Coalition (TCHC), applied for funding for the above-named project. The application was made in response to the U.S. Department of Housing and Urban Development’s (HUD’s) CoC Homeless Assistance Programs request for proposals.

On March 19, 2024, the Commissioners Court, through Court Order #142817, approved interim funding in the amount of \$490,000.00 for PY 2023 CoC TBLA 114 and 3CP Rental Assistance Programs to maintain continuity of services.

If approved, Tarrant County will reimburse the AIDS Outreach Center for providing services to ten (10) households experiencing homelessness. Services include rental assistance, transportation, and general case management. Reimbursement will not exceed the following amounts:

Rental Assistance \$41,379.00

The agreement shall be for a term of twelve (12) months, commencing on May 1, 2024 and terminating on April 30, 2025.

The Criminal District Attorney’s Office has reviewed this contract as to form.

FISCAL IMPACT

County funds utilized for interim funding will be reimbursed by the appropriate grant upon the Commissioners Court approval of the grant renewal. The costs of administering this grant are paid with grant funds. Funded agencies must fulfill any match requirements.

SUBMITTED BY:	Community Development	PREPARED BY: APPROVED BY:	Janel Holt James A. McClinton
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STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, Tarrant County is an Urban Entitlement County and has received a grant through the 2023 Continuum of Care Program, CFDA No. 14.267, under Title IV of the Stewart B. McKinney Homeless Act, amended by the HEARTH Act, hereafter collectively referred to as “the Act”; 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 Continuum of Care Program, and may perform the duties and responsibilities of Tarrant County under this Contract; and

WHEREAS, the Tarrant County Homeless Coalition is the designated Continuum of Care, hereafter referred to as (“CoC”), for Tarrant County; and

WHEREAS, **AIDS Outreach Center**, hereafter known as “Agency”, UEI No. X9J8YEUNFJJ4, serves the homeless population within Tarrant County and is eligible to receive funds allocated to Tarrant County by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, Agency has provided supportive housing to homeless families and individuals, under the Continuum of Care Program;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SCOPE OF SERVICES

Agency shall provide eligible services at the levels agreed upon in the current HUD approved Grant Application to the homeless population within Tarrant County during the term of this agreement.

Approved Budget: The total one-year project budget for the 2023 Continuum of Care Program TBLA 114 (Grant Number Pending) Grant is expected to be \$1,447,646.00. Pending grant agreements with HUD, interim financing was approved through Commissioners Court to ensure continuity of services. Tarrant County will reimburse Agency out of the project budget for the following expenditures, but not to exceed the following total amounts:

	Maximum Reimbursement
Rental Assistance	<u>\$ 41,379.00</u>
Total	\$ 41,379.00

Tarrant County will reimburse Agency for these services upon timely submission of monthly

statement of expenditures. Tarrant County will not reimburse Agency under this grant for any expenses incurred in excess of the maximum reimbursement.

Match Requirement: Agency is responsible for a cash match payment for any acquisition, new construction, rehabilitation, the provision of supportive services and operating costs in accordance with regulations 2 CFR Part 200. Match requirements are to be made by cash or in-kind and paid by the end of the operating year. Agency agrees to pay according to the sources and amounts of cash match and in-kind agreed upon in the HUD approved Grant Application and will report on those sources and amounts on each monthly client rental payment request, as well as in the Annual Progress Report.

Project Description: Agency agrees to provide services according to the attached HUD approved project description.

Point-In-Time Capacity: Agency agrees to follow the HUD approved Point-In-Time Capacity as follows:

Chart 3: Participants	Number
a. Number of Families with Children (Family Households)	5
i. Number of adults in families	5
ii. Number of children in families	5
iii. Number of disabled in families	0
b. Number of Single Individuals and Other Households w/o Children	5
i. Number of disabled individuals	0
ii. Number of chronically homeless	0

TERM OF AGREEMENT

This agreement shall be for a term of twelve (12) months, commencing on May 1, 2024 and terminating April 30, 2025. Either party maintains the right to terminate this agreement with a thirty (30) day written notice by Certified Mail, Return Receipt Requested to the other party.

AGENCY REQUIREMENTS

Agency Agrees:

To ensure the operation of the project in accordance with the provisions of the Act and all requirements of Continuum of Care Interim Rule, hereafter referred to as “the Rule”;

To self-monitor and report the progress of the project to Tarrant County, the CoC, and HUD;

To ensure, to the maximum extent practicable, that individuals and families experiencing

homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;

To certify that:

- a. Agency will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
- b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
- c. Agency will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
- d. In the case of projects that provide housing or services to families, Agency will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
- e. Agency, officers, and employees are not debarred or suspended from doing business with the Federal Government; and
- f. Agency will provide information, such as data and reports, as required by HUD;

To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;

To use the centralized or coordinated assessment system established by the CoC as required by the Rule.

To follow the written standards for providing Continuum of Care assistance developed by the CoC, including those required by the Rule;

To operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and

To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

REPORTS AND AUDITS

Agency will submit to Tarrant County monthly reports of activities undertaken by Agency in the

performance of this contract and monthly statements of expenditures and income, regardless of the source of such funds, which relate to the Agency.

Such reports and statements will be signed by a duly authorized agent of Agency and will be submitted by the fifteenth of the month following the month that is being reported. Tarrant County is under no obligation to disburse funds for expenditures that occurred more than thirty (30) days prior to the first day of the month for which the report is submitted.

Agency also agrees to submit to Tarrant County a completed HUD required Annual Progress Report (APR) or have complete and accurate client data entered into the HMIS System no later than 45 days after the end of the grant period.

Agency will cooperate fully with Tarrant County in monitoring the case management, counseling, nutrition and transportation services. In this regard, Agency agrees to keep records sufficient to document its compliance with all applicable laws, regulations and contract terms. All records shall be retained for three (3) years following the date of HUD's closeout of this grant. Tarrant County staff will conduct on-site monitoring for those agencies considered high risk according to the approved Tarrant County Risk Analysis. Tarrant County, 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 Agency. In accordance with 2 CFR Part 200, Tarrant County shall require a single audit of Agency operations. Expenses of conducting a single audit are allowable costs under the administrative section of the Continuum of Care Program.

If, as a result of any audit, it is determined that Agency has misused, misapplied or misappropriated all or any part of the grant funds described herein, Agency agrees to indemnify, hold harmless and defend Tarrant 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 Tarrant County the amount of such monies so misused, misapplied or misappropriated.

Agency covenants and agrees that, in the event an audit is conducted by Tarrant County or on behalf of Tarrant County, which audit reveals any improper expenditures by 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 Tarrant 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, Agency agrees to pay Tarrant County said sum for 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 who 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.

APPLICABLE FEDERAL LAWS

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 Continuum of Care Program include the following:

Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 *et seq.*)
Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000(d) *et seq.*);
Fair Housing Act (42 U.S.C. 3601-19);
Title VIII of Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*);
Executive Orders 11063, 11246, 11625, 12432, 12138, 11246, as amended by 11375 and 13672;
Age Discrimination Act of 1975 (42 U.S.C. 6101-07);
Section 3 of the Housing and Urban Development Act of 1968, as amended, (42 U.S.C. 1701(u));
Title IV of the 1987 Housing and Community Development Act, as amended, (42 U.S.C. 5302 *et seq.*);
Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701(u));
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended;
Fair Housing Act and section 504 of the Rehabilitation Act of 1973, as amended;
Title 24 CFR part 1;
24 CFR Part 8;
24 CFR part 100;
24 CFR part 107;
24 CFR part 146;
24 CFR Part 135;
41 CFR Part 60-1;
Violence Against Women Act (VAWA) of 2013;
Equal Access to Housing Final Rule;
Federal Financial Assistance Accountability and Transparency Act of 2006 (Pub. L. 109-282) (FFATA);
Section 872 of the Duncan Hunter National Defense Authorization Act for Fiscal Year 2009 (Pub. L. 110-417);
2 CFR Part 200;
24 CFR 582;
24 CFR Part 583; and
24 CFR 578.

GOVERNING LAW AND VENUE

This Agreement shall be interpreted under the laws of the State of Texas. The venue for any lawsuit arising out of this Agreement will be the Fort Worth Division of the Northern District of Texas if the lawsuit arises in Federal Court or Tarrant County, Texas if the matter arises in State Court.

COMPLIANCE WITH LAWS

In providing the services required by this Agreement, Agency 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. Agency shall be responsible for

ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

PROGRAM INCOME

Program income is the income received by Agency directly generated by a grant supported activity. Any rent payments made by participants to Agency are considered program income. Program income includes any amount of a security or utility deposit returned to the subrecipient.

Program income earned during the grant term must be added by the Agency to funds committed to the project by Tarrant County to be used for eligible activities. Agency may use program income on any eligible costs, even if the cost was not documented in the approved grant agreement. However, programs must document that the program income was expended in accordance with the requirements of the Continuum of Care Program. Agency is prohibited from using program income on any costs that would not be eligible to be charged to the Continuum of Care program grant.

Under the Rule, program income may be used as match for Continuum of Care activities.

1295 ACKNOWLEDGMENT

Agency acknowledges and agrees that it 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.

NOTICES AND AMENDMENTS

All amendments (minor or significant) to this agreement must be made in writing and approved through Tarrant County. Minor changes are departures from the initial application that do not affect implementation of the grant. Significant changes that substantially affect implementation of the project and that are departures from the initial application require a Grant Agreement Amendment and HUD approval. Significant changes can include (but are not limited to):

- Change in grantee or project sponsor
- Change in project site
- Additions or deletions of eligible CoC activities
- Change in the category or number of participants to be served; and
- Shift of more than 10% of funds from one approved CoC eligible activity to another

All written notices to Tarrant County shall be addressed to:

Tarrant County Community Development Division
Attn: Janel Holt, Program Manager
2501 Parkview Dr., Suite 420
Fort Worth, Texas 76102

Written notice to Agency shall be addressed to:

AIDS Outreach Center
400 N. Beach St., Suite 100.
Fort Worth, Texas 76111

SIGNED AND EXECUTED this _____ day of _____, 2024.

COUNTY OF TARRANT
STATE OF TEXAS

AGENCY


Authorized Representative

Tim O'Hare
County Judge

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

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tarrant County
Fort Worth, TX United States

Certificate Number:
2024-1142778

Date Filed:
04/04/2024

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

Date Acknowledged:

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.
Pending
Housing assistance

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.

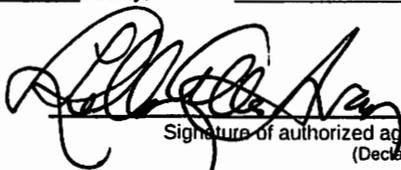
6 UNSWORN DECLARATION

My name is Kelly Allen Gray, and my date of birth is 07/11/1968.

My address is 2820 Galvaz Avenue, Fort Worth, TX, 76111, USA.
(street) (city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

1.	Subrecipient Name	AIDS Outreach Center
2.	Subrecipient Unique Entity ID Number	X9J8YEUNFJJ4 - \$41,379.00
3.	Federal Award Identification Number (FAIN)	PENDING
4.	Federal Award Date	2/26/2024
5.	Subaward Period of Performance Start and End Date	5/1/2024-4/30/2025
6.	Amount of Federal Funds Obligated by This Action	TBD
7.	Total Amount of Federal Funds Obligated to the Subrecipient	\$41,379.00
8.	Federal Award Project Description, as required by FFATA	TBLA 114 CoC 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	2023 Continuum of Care Program, 14.267
13.	Identification if the Award is R&D	N/A
14.	Indirect Cost Rate	N/A