TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FY 2021 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

FIRST AMENDMENT TO CONTRACT NUMBER 18216010016 WITH City of Fort Worth, a political subdivision of the State of Texas

This First Amendment FY 2021 Homeless Housing and Services Program Youth Set-Aside Contract Number 18216010016 ("First Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and City of Fort Worth, a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed to be effective on the date provided herein.

RECITALS

WHEREAS, on March 10, 2023 and March 10, 2023, the Department and Subrecipient, respectively, respectively, executed the FY 2021 Homeless Housing And Services Program Youth Set-Aside Contract Number 18216010016 to be effective on **December 1, 2021** ("Contract"); and

WHEREAS, in accordance with Section 11 of the Contract and 10 TAC §7.4(e), the Department has authority to amend the Contract accordingly; and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The "Budget" attached as <u>Exhibit B</u> to the Contract is hereby deleted and replaced in its entirety with the "Budget" consisting of one (1) page attached as <u>Attachment #1</u> to this First Amendment. The Texas Grant Management Standards continue to apply to this Contract.
- 2. All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract, as amended by the First Amendment, are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.
- 3. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.
- 4. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one (1) agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.
- 5. If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the

electronic transmission to be its original signature.

- 6. By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.
- 7. This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.
- 8. This First Amendment shall be effective on the date(s) provide herein.

AGREED TO AND EXECUTED BY:

SUBRECIPIENT:

City of Fort Worth,
a political subdivision of the State of Texas

Fernando Costa

By:

Name: Fernando Costa

Title: Assistant City Manager

Date: 4/10/2023 | 10:19:20 AM CDT

THIS CONTRACT, AS AMENDED, IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, a public and official agency of the State of Texas

By: D9F043DB64A044F...
Name: Abigail Versyp

Title: Its duly authorized officer or representative

Date: 4/11/2023 | 10:43:32 AM CDT

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FY 2022 TEXAS HOMELESS HOUSING AND SERVICES PROGRAM YOUTH SET-ASIDE GENERAL REVENUE

FIRST AMENDMENT TO CONTRACT NUMBER 18216010016 WITH City of Fort Worth, a political subdivision of the State of Texas ATTACHMENT #1

EXHIBIT B BUDGET City of Fort Worth, a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

Additional funds may be obligated via Amendment(s) during the Contract Term. Funds may only be obligated and expended during the current Contract Term, and reported during the Close-Out Process. Unexpended fund balances will be recaptured.

II. BUDGET FOR AVAILABLE ALLOCATIONS

ADMINISTRATION	\$7,440.00
CASE MANAGEMENT SALARY	\$17,000.00
CONSTRUCTION/REHABILITATION/CONVERSION	\$0.00
ESSENTIAL SERVICES (only eligible in conjunction with a street outreach, case management, emergency shelter, street outreach, or housing through a Transitional Living activity)	\$14,086.00
HOMELESS ASSISTANCE through a Transitional Living Activity	\$35,886.00
OPERATIONS	\$0.00
TOTAL FUNDS AWARDED	\$74,412.00



III. FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

Denotes that the Subrecipient must request in writing any adjustment needed to a budget category before the Department will make any adjustments to the budget categories. Only those written request(s) from the Subrecipient received at least thirty (30) calendar days prior to the end of the Contract Term will be reviewed. The Department may decline to review written requests received during the final thirty (30) calendar days of the Contract Term.