

ORDINANCE NO. 24-2134

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE FUNDING AGREEMENT BETWEEN THE CITY AND GRACE LIKE RAIN, INC. DBA GIVING GRACE APPROVED BY CITY COUNCIL ON JANUARY 24, 2023; SAID FIRST AMENDMENT TO EXTEND THE TERM OF THE AGREEMENT AND TO AMEND SECTIONS AND EXHIBITS AS IDENTIFIED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 22-2590, the City of Denton (the “City”) entered into an agreement on January 24, 2023, with Grace Like Rain, Inc. dba Giving Grace (the “Agency”), for program costs for the Family Hotel Voucher Program with an original term of December 31, 2024 and a not to exceed amount of \$180,000 (the “Agreement”); and

WHEREAS, the City deems it necessary to further expand the services provided by the Agency to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount of \$177,336.60 via a First Amendment in the form attached hereto for an aggregate not-to exceed amount of \$357,336.60, and to extend the Agreement’s term to end on June 30, 2025 (“Amendment 1”); and

WHEREAS, the City of Denton, as a recipient of Community Development Block Grant-Coronavirus (CDBG-CV) funding, authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, has developed, using the required public notification process, a substantial amendment for the use of \$800,000 in unprogrammed funds from the City’s 2020 CDBG-CV Program allocation; and

WHEREAS, CITY has determined that the Agency’s proposal for services can provide needed services to the residents of the City of Denton in accordance with the 2020-2022 City of Denton Consolidated Plan and will provide benefits to low and moderate-income persons, and desires to enter into an agreement for such services; and

WHEREAS, the City Council of the City hereby finds that amending the Agreement pursuant to Amendment 1 is in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Manager or their designee is hereby authorized to execute Amendment 1 to the Agreement, and to carry out the duties and responsibilities of the City under

Amendment 1 and the Agreement, including extending the term of the Agreement and the expenditure of funds, as amended by Amendment 1.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____ . The ordinance was passed and approved by the following vote [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray Scott Bray
Deputy City Attorney

**SERVICE AGREEMENT BETWEEN THE
CITY OF DENTON AND GRACE LIKE RAIN,
INC. DBA GIVING GRACE**

AMENDMENT 1 to Agreement

This Amendment 1 to Agreement is made by and between the City of Denton (the “City”) and Grace Like Rain, Inc. DBA Giving Grace (“Subrecipient”).

WHEREAS, pursuant to Ordinance No. 22-2590, the City of Denton (the “City”) entered into an agreement on January 24, 2023 (the “Agreement”), for program costs for the Family Hotel Voucher Program with an original term of December 31, 2024 and a not to exceed amount of \$180,000 (the “Agreement”); and

WHEREAS, the City deems it necessary to further expand the services provided by the Subrecipient to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount of \$177,336.60 with this First Amendment for an aggregate not-to exceed amount of \$357,336.60; and

WHEREAS, CITY has received certain funds from the U.S. Department of Treasury under the American Rescue Plan’s State and Local Fiscal Recovery Funds (SLFRF); and

WHEREAS, CITY has received Community Development Block Grant – Coronavirus (CDBG-CV) funds from the U.S. Department of Housing and Urban Development; and

WHEREAS, CITY has adopted a budget for such funds and included therein an authorized budget for expenditure of funds; and

WHEREAS, CITY, as a recipient of Community Development Block Grant-Coronavirus (CDBG-CV) funding, authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, has developed, using the required public notification process, a substantial amendment for the use of \$800,000 in unprogrammed funds from the City’s 2020 CDBG-CV Program allocation; and

WHEREAS, CITY has determined that the SUBRECIPIENT’s proposal for services can provide needed services to low and moderate-income residents of the City of Denton in accordance with the 2020-2022 City of Denton Consolidated Plan;

NOW THEREFORE, in good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the City and Subrecipient agree as follows:

1. Section 1, “Term”, of the Agreement is hereby amended to extend the term of the Agreement such that the Agreement shall terminate on June 30, 2025.

2. Section 2, “Responsibilities”, of the Agreement is hereby amended by adding the following:

“Beneficiaries of the activities to be provided hereunder must reside in the City of Denton and SUBRECIPIENT certifies that the activities carried out with these funds shall meet the Community Development Block Grant (“CDBG”) program’s National Objective of benefit to low and moderate-income persons.”

3. Section 5, Item C is hereby stricken in its entirety and replaced with the following:

“SUBRECIPIENT shall give the CITY, US Department of Treasury, HUD, the Comptroller General of the United States, and any of the CITY’s authorized representatives, access to and the right to reproduce all records belonging to or in use by SUBRECIPIENT pertaining to this Agreement. Such access shall continue as long as SUBRECIPIENT retains the records. SUBRECIPIENT shall maintain such records in an accessible location.”

4. Section 22, Item A of the Agreement is hereby stricken in its entirety and replaced with the following:

“Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement to state that the U.S. Department of Housing and Urban Development’s Community Development Block Grant Program and the U.S. Department of Treasury American Rescue Plan Act funding through the City of Denton has contributed to make the project possible.”

5. Section 22, Item C of the Agreement is hereby stricken in its entirety and replaced with the following:

“All published material submitted under this project shall include the following reference on the front cover or title page: This document is prepared in accordance with the City of Denton’s Community Development Block Grant Program and American Rescue Plan Act Grant Program, with funding received from the United States Department of Housing and Urban Development and the United States Department of Treasury.”

6. Section 25, Item A(4) of the Agreement is hereby stricken in its entirety and replaced with the following:

“Termination or reduction of funding by the CITY, HUD or US Department of Treasury.”

7. The second paragraph of Exhibit A, Section 1 - “Service Goal”, of the Agreement is hereby amended to strike “Funding for this program covers only staff salary for 1.5 FTE. Program Services include case management for housing stability, meals, and hygiene services for basic needs,” and insert in its place “Funding for this program includes staff salary for 1.5 FTE and program services for housing stability, meals, and hygiene services for base needs,”

8. Exhibit B, “Budget” of the Agreement is hereby stricken in its entirety and replaced with Exhibit B attached hereto.

9. All other provisions, terms, covenants, duties, rights, obligations, and agreements contained in the Agreement shall remain in full force and effect.

10. This Amendment 1 to Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Agreement as of the _____ day of _____, 2024.

CITY OF DENTON

**GRACE LIKE RAIN, INC. DBA
GIVING GRACE**

BY: _____
SARA HENSLEY
CITY MANAGER

Signed by:
BY: Dawn Shapley
2669B8D26E3949F...
DAWN SHAPLEY
EXECUTIVE DIRECTOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

ATTEST:
NAME:

BY: _____

DocuSigned by:
BY: Ron Davis
5664551AE7F349C...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Scott Bray Scott Bray
Deputy City Attorney

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms

Signed by: Dawn Shapley DocuSigned by: Danielle Shaw
2660B0D26E2040F... DB9BE12767DF401...

Signature

Director of Community Services

Title

Community Services

Department

Exhibit B

Budget

SUBRECIPIENT shall provide the services listed in this Agreement within the monetary limits attached hereto and incorporated by reference herein. In no event shall compensation to the SUBRECIPIENT exceed the lesser of the SUBRECIPIENT’s costs attributable to the work performed as stated herein, or sum of Three Hundred Fifty-Seven Thousand Three Hundred Thirty-Six Dollars and Sixty Cents \$357,336.60.

Allowable Expenditures	Amount
Staff Salary (FT Case Manager)	\$150,000.00
Staff Salary (PT Case Manager)	\$75,000.00
Housing Stability Costs: <ul style="list-style-type: none"> • Rental application fees and deposits • Utility Deposits • One time move costs (furniture and household supplies) 	\$40,500.00
Operating Costs: <ul style="list-style-type: none"> • Meals • Hygiene Services • Bus Passes • Job clothing 	\$74,239.35
Total	\$357,336.60

SUBRECIPIENT will receive payments on the following schedule:

1. First payment will be made no later than 30 days from the contract date of execution and will equal 12.5% of the fixed contract amount
2. Subsequent payments will be made quarterly contingent upon monthly reporting submitted by the SUBRECIPIENT and will equal 12.5% of the fixed contract amount:
 1. First Payment: No later than (30 days from contract date of execution)
 2. Subsequent payments made quarterly beginning the second quarter of the grant term.

Expenditure and Performance Reports must include:

1. Client list with unique identifier served by funding.
2. Copy of timesheet signed by staff member and supervisor paid with funding.
3. Copy of paystub with payroll detail for staff member(s) paid with funding. Payroll register accepted if provided by third party vendor.
4. Copy of invoice for purchases made with funding.

Proof of payment (copy of check and/or receipt showing paid) for purchases made with funding.