

STATE OF TEXAS           §  
  §  
  §  
COUNTY OF DALLAS      §

**FIRST AMENDMENT  
TO GRANT AGREEMENT**

This First Grant Agreement (the “Agreement”) is made by and between the City of Coppell, Texas, acting by and through its City Manager (the “City”) and Metrocrest Services, Inc. (“Metrocrest”), by and through its Executive Director, located in Dallas County.

**WITNESSETH:**

**WHEREAS**, the City has received American Rescue Plan Act (ARPA) funds to provide local funding to local agencies and organizations for community wellbeing and assistance to those impacted by the effects of the COVID-19 pandemic; and

**WHEREAS**, Metrocrest serves a public purpose and will enhance the community in the City and provide a benefit to the wellbeing and recovery of the of its citizens; and, that such agreement will assist and promote the general health, safety and welfare of its citizens; and

**WHEREAS**, the City and Metrocrest previously entered into a Grant Agreement on or about November 9<sup>th</sup>, 2022 (the “Original Agreement”), and the Parties desire to amend the original agreement; and

**NOW THEREFORE**, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1.** That Article II, Term of the Original Agreement is amended as follows:

**“Article II  
Term**

2.1 This First Amendment shall begin on the Effective Date of October 1, 2024, and continue until the Expiration Date of December 31, 2026, unless sooner terminated as provided herein.”

**SECTION 2.** That Article III, Grants of the Original Agreement is amended as follows:

**“Article III  
Grants**

...

3.2 Payment of Grants. The Grant shall be paid to Metrocrest in three (3) equal lump sum payments in the amount of One Hundred Twenty-Five Thousand and 00/100

Dollars (\$125,000.00) each for a total sum not to exceed Three Hundred Seventy Five Thousand and 00/100 Dollars (\$375,000) beginning in FY 2022/2023. The first payment will be made within thirty (30) days of execution of this Agreement; and final payment will be made within thirty (30) days of the remaining balance of funds is Twenty Thousand and 00/100 Dollars (\$20,000.00) or less.

...

3.4 Use of Funds. Metrocrest Services agrees that the Project funds will be dedicated solely to Eligible Residents of the City of Coppell for Expenditure Category 2: Negative Economic Impacts. The use of funds is governed by this Agreement, the ARP Act and all U.S. Treasury Department regulations or guidelines thereunder. Metrocrest Services hereby agrees to comply with all terms and conditions relating to the use of funds from the ARP Act. Metrocrest Services agrees to:

- a) Only use Project funds for expenditures made between October 1, 2024, and December 31, 2026;
- b) Document and justify that each project participant is an Eligible Resident;
- c) Ensure that Eligible Resident has not applied or received assistance for the same expenses from other federal, state, or local programs;
- d) Fund the costs of administering the Project in an amount not to exceed ten percent (10%) of all funds distributed under this Agreement.
- e) Staff Cost Recovery (Effective October 1, 2024): Reimbursement to Metrocrest for direct costs (staffing) dedicated to provision of services (will be prorated based on percentage of Coppell residents served for eligible ARPA services). This would not impact the indirect cost allocation of ten percent (10%).”

3.5 Repayment of Unused Funds. Any funds not expended as provided herein by 11:59 PM December 31, 2026, shall be returned to the City of Coppell within thirty (30) days.

...”

**SECTION 3.** That Exhibit A of the Original Agreement is amended as follows:

**“Exhibit A**

...

- Enhanced Homeless Outreach Services (Effective January 1, 2025): The services described below represent an enhanced level of response that is not included in the City’s current ARPA scope of work or the City’s annual funding for services.

- Enhanced Coordination with Coppell:
  - Monthly staff coordination meetings with Metrocrest staff and key stakeholders
  - Two to three site visits per week for Coppell street outreach
- Training for calendar years 2025 and 2026 (staff and community)

**SECTION 4.** That the Original Agreement shall continue in full force and effect, except as amended by this First Amendment.

**SECTION 5.** That this First Amendment shall be effective on the date this First Amendment (including all counterparts) bears the signature of the authorized representatives of all the Parties.

**SECTION 6.** That this First Amendment may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute one and the same instrument.

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF COPPELL, TEXAS**

By: \_\_\_\_\_  
Mike Land, City Manager

**ATTEST:**

\_\_\_\_\_  
Ashley Owens, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**METROCREST SERVICES, INC.**

By: \_\_\_\_\_  
Tracy Eubanks, Chief Executive Officer

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_