

CITY OF ALLEN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2017-2018 SUBRECIPIENT AGREEMENT FOR PUBLIC SERVICES

\$51,433.00

THIS AGREEMENT made and entered into this **October __, 2017** by and between the **CITY OF ALLEN, TEXAS**, a Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as "City"), and **ALLEN COMMUNITY OUTREACH**, a non-profit corporation (hereinafter referred to as "Subrecipient").

WHEREAS, the City has determined that it has the objective of providing public services to low and moderate-income residents of the City; and

WHEREAS, the City has appropriated funds under the Community Development Block Grant (CDBG) Program administered by the U. S. Department of Housing and Urban Development (HUD) for this purpose; and

WHEREAS, the City desires to engage the Subrecipient to render certain public services in connection therewith;

NOW, THEREFORE, in consideration of funding in an amount not to exceed **Fifty-One Thousand Four Hundred and Thirty-Three Dollars (\$51,433)** to be paid to **ALLEN COMMUNITY OUTREACH** by City as herein below set forth, the City and Allen Community Outreach hereto do mutually agree as follows:

I. STATEMENT OF WORK

1.1 Program General Description and/or Goals/Objectives: The Subrecipient will be responsible for administering a **"Emergency Assistance Program"** and to provide services and activities as described herein this Agreement and in the Subrecipient's Application for CDBG funding as presented to the City, and in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. The Subrecipient certifies that it will maintain records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slum and blight, and 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208. The general program description and program goals/objectives include:

Direct Benefit to Low-moderate Income Residents (National Objective)

1.2 As evidenced by the execution of this Agreement, Subrecipient certifies that Program is either a New or Quantifiable Increase in Services above that which has been provided by or on behalf of the City during the 12 months prior to submission of the City's Annual Plan.

1.3 Scope of Services: Such program will include the following activities eligible under the Community Development Block Grant Public Services funding:

Program Delivery: The Emergency Assistance Program will provide funds to City of Allen residents to assist with rent and utilities to prevent homelessness.

General Administration: Subrecipient will provide all administrative and supportive staff and services necessary to provide Program and Activities described above in accordance with all applicable local, state, and federal requirements.

- 1.4 Performance-Based/Measurable Accomplishments: The Subrecipient agrees to provide the following levels of program services:

Activity	<u>Total Units Proposed Per Year</u>
The Emergency Assistance Program will provide funds to City of Allen residents to assist with rent and utilities to prevent homelessness.	116

- 1.5 The City will monitor the performance of the Subrecipient against the performance standards stated herein. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.
- 1.6 Time of Performance: Services of the Subrecipient designated herein are to commence on the 1st day of **October, 2017**, and end on the 31st day of **August, 2018**. The term of this Agreement and the provisions herein shall be extended if so desired by the City to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income.
- 1.7 Schedule for Completion of Work: The subrecipient shall utilize Attachment B to provide a schedule for the completion of work.

II. PAYMENT FOR ELIGIBLE REIMBURSED EXPENDITURES

- 2.1 Maximum Compensation: For the **Program year October 1, 2017**, City shall pay to Subrecipient a total amount not to exceed **\$51,433**, a total amount which shall constitute full and complete compensation for the Subrecipient's services under this Agreement. Funds are to be utilized for the delivery of the above-described program and activities and in accordance with the line-item budget attached hereto and made a part hereof as **Attachment A**. Drawdowns for the payment of eligible expenses shall be made against the line items budgets herein and in accordance with performance. Other operating expenses eligible under HUD's CDBG Program – Public Services Funding will be considered for reimbursement provided the Subrecipient provides a written request for amendment, and provided the expenses are eligible expenditures as determined by the City, and provided that the City has provided prior written approval of such request for amendment.
- 2.2 Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110 and achievement of performance-based measurable accomplishments as detailed in Section I and as reported in accordance with Section VI of this Agreement.
- 2.3 Method of Payment: Funds will be provided **Quarterly** on a reimbursement-only basis and as depicted in **Attachment B**. Generally, funds for expenses determined by City as eligible for reimbursement will be provided to Subrecipient within thirty (30) days of the receipt and approval by City of Subrecipient's supporting documentation. The final request for reimbursement must be received by City on or before **August 31, 2018**.

2.3.1 Only those costs which are allowable under the terms of this Agreement and the budget shall be reimbursed. The City shall withhold reimbursement to the Subrecipient for failure to perform the services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Subrecipient is in full compliance with all the terms of this contract.

2.3.2 Funds will not be provided in advance of expenditures and funds will not be determined eligible for reimbursement without corresponding evidence of eligible beneficiaries of services and expenditures, such as receipts, bills, payroll records, cancelled checks, and other proof as determined necessary by City, unless prior agreements have been made stipulating an alternative arrangement. Unexpended funds included in this Agreement will remain in the possession of the City for use as determined appropriate by the City.

2.4 This Agreement and the payments to be made hereunder are contingent upon receipt by City of U. S. Department of Housing and Urban Development Community Development Block Grant funds and the City of Allen City Council funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the City. Upon the expiration or termination of this Agreement, any unexpended funds in possession of Subrecipient shall be returned to City within forty-five (45) days of the date of the expiration or termination.

III. PROGRAM INCOME

3.1 For the purpose of this Agreement, "Program Income" means gross income, including interest earned on CDBG funds or received by the Subrecipient, which is directly generated from the use of CDBG funds. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of said funds. Any program income on hand when the Agreement expires or is terminated as provided herein or received after the Agreement's expiration shall be paid to the City within forty-five (45) days of the expiration or termination of this Agreement.

3.2 The Subrecipient shall utilize **Attachment B, Section III** to report quarterly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the City or the U.S. Treasury is not program income and shall be remitted promptly to the City.

IV. COMPLIANCE

4.1 The Subrecipient agrees to comply with all applicable sections requirements of Title 24 Code of Federal Regulations, Part 85 and Part 570 of the U.S. Housing and Urban Development regulations concerning the Community Development Block Grant Program (CDBG) and all federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to supplant funds otherwise available.

V. ADMINISTRATIVE REQUIREMENTS

- 5.1 Financial Management: It is understood by the Subrecipient that the funds provided are subject to the Federal Government's Office of Management and Budget circulars No. A-122, "Cost of Principles for Non-Profit Organizations," No. A-133, "Audits of State and Local Governments," and No. A-110, "Uniform Administrative Requirements for Grants and Other Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" which are the prime federal references governing the use of these funds and the responsibilities of the Subrecipient. The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the City for contract accounting, including utilizing adequate internal controls and maintaining necessary source documentation for all costs incurred.
- 5.1.1 If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate (City) share of administrative costs and shall submit such plan to the City for approval.
- 5.1.2 Subrecipients which expend \$500,000 in Federal funds or more a year shall have an audit conducted in accordance with the Federal Governments' Office of Management and Budget Circular No. A-133. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Subrecipient shall provide City with copy of this audit within ninety (90) days of the ending of their fiscal year(s) covered by this Agreement.
- 5.1.3. Subrecipients expending less than \$500,000 in Federal funds per year shall submit to City a copy of the Subrecipient's annual financial statement within ninety (90) days of the close of Subrecipient's fiscal year, or in the event that an audit has been performed, Subrecipient shall provide a copy of the audit.
- 5.2 Documentation and Record-Keeping: The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Agreement. Such documentation shall be in a manner which conforms to HUD and City accounting practices, OMB Circular A-21, and Entitlement Grant Regulations 24 CFR Part 85. Such records shall include, but not be limited to:
- 5.2.1 Records providing a full description of each activity undertaken;
- 5.2.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program – 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slum and blight, and 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208;
- 5.2.3 Records required to determine the eligibility of activities;
- 5.2.4 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 5.2.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 5.2.6 Financial records as required by 24 CFR Part 570.502, and OMB Circulars A-110; and
- 5.2.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.
- 5.3 Retention: Records shall be maintained in accordance with requirements (if any) prescribed by the Department of Housing and Urban Development and the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City's Community Development Department,

such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

5.4 Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be maintained in a secure and confidential manner, and Subrecipient agrees to comply with all local, state, and federal regulations regarding release or disclosure of such information.

5.5 Access to Records: At any time during normal business hours and as often as the City, the Department of Housing and Urban Development and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, the Department of Housing and Urban Development, and/or representatives of the Comptroller General for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient shall permit the City, the Department of Housing and Urban Development, and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

5.6 Information on File: Subrecipient must have on file with the City or provide access to current copies of:

- 5.6.1 Certificate of non-profit status;
- 5.6.2 Subrecipient's articles of incorporation approved by the Secretary of State of the State of Texas;
- 5.6.3 Copy of the Subrecipient's corporate by laws;
- 5.6.4 Any license applicable to the Subrecipient's proposed activities;
- 5.6.5 Listing of the current governing board members (including name, address, occupation, position on board, and tenure);
- 5.6.6 Current organizational chart showing management and staffing structure;
- 5.6.7 Subrecipient's written personnel (including staff and volunteers) policies;
- 5.6.8 Subrecipient's written accounting policies and procedures;
- 5.6.9 Subrecipient's written procurement policies and procedures; and
- 5.6.10 Work plan or administrative/program guidelines based on the description of the Program and Activities in Section I of this contract and which specifies:
 - 5.6.10.1 The major tasks or activities to be performed under this contract;
 - 5.6.10.2 Eligibility requirements for participation;
 - 5.6.10.3 How activities or tasks will be performed;
 - 5.6.10.4 The measurable objectives for each task; and
 - 5.6.10.5 The time frame within which the tasks will be accomplished.

5.7 Procurement: Subrecipient shall comply with all current City and Federal policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policies as may be procured with funds provided herein. The Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement, unless specified otherwise in writing.

5.8 Property Records: Subrecipient shall maintain real property inventory records which clearly

identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 24 CFR Part 570.208.

- 5.9 Close-Outs: Subrecipient’s obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.
- 5.10 Travel: Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract, if that travel is not included in the original description of the approved scope of work.

VI. PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

- 6.1 The City will monitor Subrecipient’s services, including on-site and desk reviews of financial and program compliance, on a regular basis to assure contract compliance. Results of the monitoring efforts shall be summarized by City in written reports to the Subrecipient’s Executive Director and Board of Directors. The Subrecipient must provide documented evidence of follow-up actions taken to correct any areas of Subrecipient’s noncompliance. The Subrecipient shall provide assistance and information needed by City staff in order for the City to accomplish effective monitoring and evaluation of Subrecipient’s performance under this Agreement. It is also understood that reviews by other officials may be required on dates to be arranged.
- 6.2 Subrecipient shall submit a Request for Reimbursement and Performance Report (**Attachment B**) to City on a regular basis specified in Section 2.3. The format of such reports shall, at a minimum, consist of completion of a narrative summary of activities and program accomplishments, and an activity report, which will describe the activities accomplished, and the clients served (including individuals, agencies, and organizations). This report will include information including: but not limited to: racial and ethnic identification, household income information, head of household status, residence status, duplicated and unduplicated client counts, the reporting period, and the type of assistance in a format shown in Attachment B. The activity reports, along with the request for reimbursement and supporting documentation, are due within thirty (30) days following a reporting period and must be reviewed and signed by a duly authorized official of Subrecipient.
- 6.3 Subrecipient shall submit a fund raising activity report (**Attachment B – Section V**) to City on a quarterly basis, due within thirty (30) days following a reporting period. The report shall summarize all fund raising activities performed, including description, status, amount earned or requested, and cost of activities.
- 6.4 Subrecipient shall submit to the City a completed self-evaluation process which includes public input at end of the Program Year. Subrecipient will provide a description of the process and evaluation tool to be utilized for the process to the City within the 1st quarter of the Program Year.
- 6.5 Board Participation: The Subrecipient must document, and allow access for City review, that its governing board is constituted in compliance with approved by-laws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.
 - 6.5.1 Subrecipient shall submit written documentation verifying that the Executive Committee

of the Board of Directors and/or a minimum of 25% of the remainder of the Board have completed a board training/development program and/or have attended a workshop provided by City staff on information regarding CDBG guidelines.

6.5.2 Subrecipient shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting, with information as to the date, time, and place of meeting. If a non-regular meeting is scheduled, Subrecipient shall immediately notify the City in writing via facsimile or e-mail, or orally by telephone, depending on Subrecipient's own notification of the Board meeting.

6.5.3 Subrecipient shall submit minutes of each Board of Directors meeting and Executive Committee meeting within ten (10) days after approval of the minutes, or ensure that minutes are available to City staff upon request and during monitoring visits.

VII. PERSONNEL AND PARTICIPANT CONDITIONS

7.1 Independent Contractor: Neither the Subrecipient nor its employees are considered to be employees of the City of Allen for any purpose whatsoever. The Subrecipient is considered to be an independent contractor at all times in the performance of the scope of services described herein.

7.1.2 The Subrecipient further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Worker's Compensation Act of the State of Texas or to any of the benefits granted to employees of the City under the provisions of the Personnel Policies as now enacted or hereafter amended.

7.1.3 The Subrecipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug Free Workplace Act" (P.L. 100-690) and shall require all providers of services under this Agreement to comply with Drug Free Workplace requirements of the above noted Act.

7.2 Personnel: The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

7.2.1 All the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

7.2.2 None of the work or the services covered by this Agreement shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

7.2.3 The Subrecipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Subrecipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the City as to its acceptability.

7.2.4 Prohibited Activity: Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

7.2.5 Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

7.3 Compliance with Civil Rights Laws and Executive Orders:

7.3.1 The Subrecipient will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to: Section 3 of the Housing and Urban Development Act of 1968, Sections 103 and 109 of the Housing and Community Development Act of 1974, as amended, Title VI and Title VII of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, Sections 502, 503, 504 and 505 of the Rehabilitation Act of 1973, Equal Pay Act of 1963, Age Discrimination in Employment Act of 1967, as amended, the Vietnam Era Veterans Readjustment Act of 1974, the 1986 U. S. Immigration Reform and Control Act, Americans with Disabilities Act of 1990, Executive Order 11063 of 1962 and Executive Order 11246 of 1965, as amended.

7.3.2 The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or ancestry, physical or mental disability, marital/familial status or Vietnam era or disabled veteran status.

7.3.3 The Subrecipient will make reasonable accommodation to the known physical or mental disability of an otherwise qualified employee or applicant for employment.

7.3.4 The Subrecipient will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Subrecipient's employees are assigned to work.

7.3.5 The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, sex, age, national origin or ancestry, or physical or mental disability. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

7.4 Debarment, Suspension, Ineligibility and Exclusion Compliance:

7.4.1 The Subrecipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

7.4.2 The Subrecipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Subrecipient, the Subrecipient will notify the City immediately.

7.4.3 The Subrecipient agrees to not procure or subcontract with any agency, organization, or Contractor that has been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

7.5 Conflict of Interest: Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract.

7.5.1 In the procurement of supplies, equipment, construction and services by contractors, the

conflict of interest provisions in 24 CFR 85.36 and OMB Circular A-110, respectively, shall apply.

7.5.2 No member, officer or employee of the contracting agency, or any other who exercises any functions or responsibilities with respect to the programs of the Subrecipient during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subrecipient shall incorporate, or cause to be incorporated in all such subsequent agreements or subagreements, a provision prohibiting such interest pursuant to the purposes of this section.

7.5.3 The City and the Subrecipient state to the best of their knowledge, no member of the Allen City Council and no other officer, employee, or agent of City who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

7.6 Affirmative Action:

7.6.1 Approved Plan: Subrecipient agrees that it shall be committed to Affirmative Action principles as provided in the President's Executive Order 11246 of September 24, 1965.

7.6.2 W/MBE: Subrecipient will use its best effort to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority groups members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

7.6.3 Collective Bargaining: Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

7.6.4 EEO/AA Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

VIII. GENERAL CONDITIONS

8.1 Indemnification and Release: Subrecipient agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees.

Subrecipient assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or

third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Subrecipient's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

8.2 City shall provide technical assistance to Subrecipient as requested and as mutually agreed upon in the performance of Subrecipient's duties under this Agreement.

8.3 Representation in Proposal: The City has relied on all representations in the Subrecipient's proposal for funding in awarding this contract and the Subrecipient warrants the accuracy of all representations in said proposal. Misrepresentation in the proposal shall be cause to terminate the contract and the Subrecipient shall owe all amounts paid to it as liquidated damages.

8.4 City Recognition: The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

8.5 Notifications: Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this contract, regardless of whether personally received by the Subrecipient.

For the City, notices may be sent to:

Marc J. Kurbansade, AICP
Community Development Director
City of Allen
305 Century Parkway
Allen, Texas 75713
214-509-4160 Phone
214-509-4179 Fax

For the Subrecipient, notices may be sent to:

Monty Moore
Chief Executive Director
Allen Community Outreach
801 E. Main
Allen, Texas 75002
(972)727-9131 Phone
(972) 727-1995 Fax

8.6 Use of Funds for Sectarian Religious Purposes; The Subrecipient covenants and agrees that no funds awarded through this program will be used for sectarian religious purposes, and specifically that:

- 8.6.1 There will be no religious test for admission for services;
- 8.6.2 There will be no requirement for attendance at religious services;
- 8.6.3 There will be no inquiry as to a client's religious preference or affiliation;
- 8.6.3 There will be no proselytizing; and
- 8.6.4 Services provided will be essentially secular.

8.7 Lobbying: The Subrecipient understands that utilization of any federally appropriated funds provided the Subrecipient by the City pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Subrecipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

8.8 Publication, Reproduction and Use of Materials: If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the City reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material which can be copyrighted.

8.9 Identification of Documents: All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the City, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): name of the City, month and year of the preparation, name of the Subrecipient and descriptive title.

8.10 Compliance with Laws: In performing the services required hereunder, the Subrecipient shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

8.11 Insurance and Bonding: The Subrecipient shall carry sufficient insurance to protect contract assets from loss due to theft, fraud, and/or undue physical damage.

8.11 Assignability: The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City thereto.

8.12 Contract Suspension/Termination

8.12.1. If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Subrecipient under this Agreement shall, at the option of the City, become its property, and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

8.12.2 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Subrecipient, and the City may withhold any payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the City from the Subrecipient is determined.

8.12.3 If this Agreement is terminated for any of the reasons referenced in Section 8.11 hereinabove, excluding funding discontinuance or disapproval, Subrecipient shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion.

8.13. Termination for Convenience of the City: The City may terminate this Agreement at any time by giving at least forty-five (45) days' notice in writing to the Subrecipient. If the Subrecipient is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, Section 8.11 hereof relative to termination shall apply.

8.14 Reversion of Assets: The Sub-grantee shall transfer to the grantee any CDBG funds on hand at the time of expiration of agreement and any accounts receivable attributable to the use of CDBG funds. Including any real property under the Sub-grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either: Used to meet one of the three National Objectives of the CDBG program until five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the grantee.

8.15 Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

8.16 Enforcement: The Subrecipient agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

8.17 Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

8.18 Amendments: City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release City or Subrecipient from its obligations under this Agreement.

City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

8.19 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and the laws, rules and regulations of the City of Allen, Texas.

8.20 Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Council to sign this Agreement. This Agreement shall not become effective or binding until approved by the City Manager of the City of Allen.

On September 12, 2017, the Allen City Council adopted Ordinance No. 3514-9-17 approving the City's budget including CDBG Funding for FY 2017-2018.

RECOMMENDED:

BY: _____
Marc J. Kurbansade, AICP
Community Development Director

DATE: _____

ATTEST:

BY: _____
Name: _____
Title: _____
Date: _____

CITY OF ALLEN, TEXAS - "City"

BY: _____

Peter H. Vargas
City Manager

DATE: _____

ATTEST:

BY: _____
Name: _____
Title: _____
Date: _____

ALLEN COMMUNITY OUTREACH- "Subrecipient"

BY: _____

Monty Moore
Chief Executive Director

DATE: _____

ATTEST:

BY: _____
Name: _____
Title: _____
Date: _____

Attachments:

- Attachment A: Application
- Attachment B: Request for Reimbursement and Performance Report



Attachment B
REQUEST FOR REIMBURSEMENT

Name of Agency and Vendor #: Allen Community Outreach #29
 Address: 801 E. Main Street, Allen, TX
 Phone Number: 972-727-9131 Fax Number: 972-727-1995
 Reimbursement Request Number: ____ Purchase Order Number: ____

Section I - Expenditures for this report period

Expense Description	Expense Date(s)	Transaction Amount
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL AMOUNT OF REIMBURSEMENT REQUESTED		*\$

Summary

1. Total Grant Amount Awarded	\$ 51,433
2. Remaining Balance of Grant Award (from #4 of previous request):*	\$
3. Total eligible expenditures requested for reimburse (from Total above)	\$
4. Remaining Balance of Grant:	\$

*Reimbursement Request #1 should include original budget amount. Subsequent requests should indicate Remaining Balance from most recent Request for Reimbursement.

Attach invoices and acceptable/supporting documentation to form.
FINAL REIMBURSEMENT REQUEST MUST BE SUBMITTED TO CITY NO LATER THAN AUGUST 31.

The above goods or services meet the guidelines set forth in the Funding Agreement for Community Development Block Grant Funding.

(Print Name)

(Signature)

Date

City Review and Approval
 City Planner: _____
 Initial/Date

CDBG
QUARTERLY REPORT



AGENCY: Allen Community Outreach

PROGRAM NAME: Emergency Assistance Program

DATE SUBMITTED: _____

PERSON SUBMITTING REPORT: _____
Signature

REPORTING PERIOD: _____

REPORTING ON: ☐ PERSONS ☐ HOUSEHOLDS ☐ FAMILIES

II. UNDUPLICATED TOTAL SERVED, BY ETHNICITY

	Quarter 1		Quarter 2		Quarter 3		Quarter 4		Yearly Total	
	Total	# Hispanics	Total	# Hispanics	Total	# Hispanics	Total	# Hispanics	Total	# Hispanics
White										
Black or African-American										
Asian										
American Indian/Alaska Native										
Native Hawaiian/Other Pacific Islander										
American Indian/Alaska Native & White										
Asian and White										
Black/African American and White										
American Indian/Alaska Native & Black/Afr.Am										
Other Multi-Racial										
Total										
Female Head of Household										
<= 30% of Median Income										
31% - 50% of Median Income										
51% - 80% of Median Income										

SECTION III – PROGRAM INCOME REPORT

Program Income includes funds earned by agency from the use of CDBG funds – If amount is zero, please indicate that. All Program Income must be expended prior to requesting reimbursement from City - (See Subrecipient Agreement, Section III)

Date	Amount	Source	Utilized For	Remaining Balance
N/A				

SECTION IV - NARRATIVE ACTIVITY PERFORMANCE

- a. Describe specific work tasks and quantifiable accomplishments completed for this reporting period. Include information regarding staff and board development and training.
- b. Describe successes or problems encountered with the project. Include plan of action to address any significant problems. Include local, state, or federal changes or issues that affect the client population that your program serves or affects your agency's ability to effectively meet their needs.
- c. Describe any changes in hours of operation, staffing, facility needs or problems, financial issues or other significant changes that have occurred.
- d. Describe collaborative efforts with other agencies/programs (i.e., partnerships formed, grant-writing, program development, continuum-of-care type activities).
- e. Provide any other information or attachments about your agency or program, i.e. newsletters, letters of support/appreciation from community, news articles, public notices, special events.
- f. Describe any activities or services that promote or encourage economic or social self-sufficiency, i.e., educational program components, job training or seeking, etc.
- g. Describe any activities or services that assisted the following special-need populations:
 - Homeless
 - Elderly and Frail Elderly
 - Persons with Disabilities
 - Persons with Alcohol/Drug Addictions
 - Persons with HIV/AIDS

V. QUARTERLY FUND-RAISING ACTIVITY REPORT

Complete only at end of each quarter (due December, March, June, September) and also include efforts to raise funds that support services outside of the City of Allen)

Date of Event	Description	Amount Raised	Cost to Agency for Event	Other Comments

VI. Attachments to be included with each Reimbursement Request

(place √ if attached)

- ☐
Copies of supporting financial documentation (invoices, time-sheets, payroll, cancelled checks, etc.)

- ☐
Board Minutes (if available – otherwise, provide when completed)

- ☐
Verification of Board Training/Development during this reporting period – See Subrecipient Agreement, Section 6.5

- ☐
Newsletters, brochures, news articles, etc. (if applicable)

- ☐
Process for Self-Assessment of Program (due only in December) – See Subrecipient Agreement, Section 6.4