

ORDINANCE NO. 26-0617

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF DENTON AND GIVING GRACE, INC. TO PROVIDE HOME INVESTMENT PARTNERSHIP-AMERICAN RESCUE PLAN (HOME-ARP) AND HOME INVESTMENT PARTNERSHIP (HOME) GRANT FUNDS FOR TENANT BASED RENTAL ASSISTANCE IN DENTON, TEXAS; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$896,119.41; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, the United States Department of Housing and Urban Development ("HUD") has designated the City as a participating jurisdiction under the HOME Investment Partnerships Program ("HOME") and has allocated HOME funds to the City in furtherance of its goal of encouraging the production of decent, safe, sanitary, and affordable housing for all of the citizens of Denton;

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") was passed on March 11, 2021, providing \$5 billion for HOME Investment Partnership American Rescue Plan ("HOME-ARP") funds from HUD under Section 3205 of ARPA (P.L. 117-2); and

WHEREAS, ARPA required HUD to allocate ARPA funds to eligible government organizations using an allocation method similar to that which provides the City with its annual HOME grant allocation; and

WHEREAS, the CITY is undertaking certain activities to develop a viable community by providing decent housing, a suitable living environment, and expanding economic opportunities principally for HOME and HOME-ARP Qualifying Populations, as described in the HOME-American Rescue Plan Allocation Plan ("Allocation Plan"); and

WHEREAS, on November 18, 2025, by Ordinance No. 25-1853, the City Council authorized a substantial amendment to the Allocation Plan to allocate unprogrammed HOME funds for Tenant Based Rental Assistance and to allocate HOME-ARP funds to Supportive Services for Tenant-Based Rental Assistance; and

WHEREAS, City has determined that a grant program whereby the City provides certain qualified non-profits funds to accomplish the purpose of providing programs and services is in the public interest and in accordance with the American Rescue Plan and HOME Investment Partnership funding objectives; and

WHEREAS, City desires to award qualified non-profits with subawards of HOME and HOME-ARP funds where all compliance requirements for use of HOME and HOME-ARP funds and any and all reporting requirements for expenditures of HOME and HOME-ARP funds apply; in accordance with 24 Code of Federal Regulations (CFR) Part 92 and the HOME-ARP Notice, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to provide the SUBRECIPIENT a sub-award from HOME and HOME-ARP funds to carry out project activities in compliance with the HOME-ARP Allocation Plan; and

WHEREAS, on July 11, 2025, the Community Services Advisory Committee recommended awarding HOME and HOME-ARP funding to Giving Grace, Inc. for Tenant Based Rental Assistance; and

WHEREAS, the City Council determines it is in the public interest to enter into a Service Agreement with Giving Grace, Inc. in the form attached hereto as Exhibit A and incorporated herein for all purposes (the "Agreement"), to promote housing affordability and to combat homelessness among Denton residents; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations in the preamble of this ordinance are incorporated herein by reference as true and as if fully set forth in the body of this ordinance.

SECTION 2. The City Manager or their designee is hereby authorized to execute the Agreement with Giving Grace, Inc. in substantially the form attached hereto, for the payment and use of HOME and HOME-ARP grant funding for Tenant Based Rental Assistance and Supportive Services, under the terms and conditions contained in the agreement.

SECTION 3. The City Manager or their designee is hereby authorized to expend funds in an amount not to exceed \$648,104.79 in HOME funds and \$248,014.62 in HOME-ARP funds in the manner specified in the Agreement, and to take any other actions that may be necessary or convenient, in the reasonable opinion of either the City Manager or the City Attorney, to carry out the City's rights and obligations under the Agreement.

SECTION 4. 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 [\_\_\_ - \_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_  
Scott Bray  
Deputy City Attorney

**HOME INVESTMENT PARTNERSHIPS AND HOME INVESTMENT PARTNERSHIPS  
AMERICAN RESCUE PLAN SERVICE AGREEMENT BETWEEN THE CITY OF DENTON,  
TEXAS AND GIVING GRACE, INC.**

This HOME Investment Partnerships and HOME Investment Partnerships-American Rescue Plan Service Agreement (this "Agreement") is hereby entered into by and between the City of Denton, a Texas municipal corporation, acting by and through its City Manager, hereinafter referred to as "CITY," and Giving Grace, Inc., a Texas non-profit corporation with its principle place of business at 1302 Teasley Lane, Denton, Texas 76205, hereinafter referred to as "SUBRECIPIENT."

**WHEREAS**, pursuant to Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, the United States Department of Housing and Urban Development ("HUD") has designated the City as a participating jurisdiction under the HOME Investment Partnerships Program ("HOME") and has allocated HOME funds to the City in furtherance of its goal of encouraging the production of decent, safe, sanitary, and affordable housing for all of the citizens of Denton; and

**WHEREAS**, the American Rescue Plan Act of 2021("ARPA") was passed on March 11, 2021, providing \$5 billion for HOME Investment Partnership Grant American Rescue Plan funds from the U.S. Department of Housing and Urban Development ("HUD") under Section 3205 of ARPA (P.L. 117-2); and

**WHEREAS**, ARPA required the HUD to allocate ARPA funds to eligible government organizations using an allocation method similar to that which provides the City with its annual HOME grant allocation; and

**WHEREAS**, the CITY is undertaking certain activities to develop a viable community by providing decent housing, a suitable living environment, and expanding economic opportunities principally for HOME and HOME-ARP Qualifying Populations, as described in the HOME-American Rescue Plan Allocation Plan ("Allocation Plan"); and

**WHEREAS**, City has determined that a grant program whereby the City provides certain qualified non-profits funds to accomplish the purpose of providing programs and services is in the public interest and in accordance with the American Rescue Plan and HOME Investment Partnership funding objectives; and

**WHEREAS**, City desires to award qualified non-profits with subawards of HOME and HOME-ARP funds where all compliance requirements for use of HOME and HOME-ARP funds and any and all reporting requirements for expenditures of HOME and HOME-ARP funds apply; in accordance with 24 Code of Federal Regulations (CFR) Part 92 and the HOME-ARP Notice, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to provide the SUBRECIPIENT a sub-award from HOME and HOME-ARP funds to carry out project activities in compliance with the HOME-ARP Allocation Plan; and

**WHEREAS**, the City Council of the City determined it in the public interest to enter into this Agreement to promote housing affordability and to combat homelessness for Denton residents;

**NOW, THEREFORE**, the parties hereto agree to, and by the execution hereof are bound by the mutual obligations and the performance and accomplishment of the conditions hereinafter described.

**1. TERM**

This Agreement shall commence on May 1, 2026, and shall terminate on April 30, 2028, unless sooner terminated because funding is no longer available or in accordance with Section 25 "Termination." CITY shall have the right, but not the obligation, to extend the term of this agreement for two (2) additional one-year periods by providing notice of extension in writing to SUBRECIPIENT prior to termination.

## 2. RESPONSIBILITIES

SUBRECIPIENT shall complete all services and activities described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein and in the Scope of Services. CITY will consider SUBRECIPIENT's executive officer to be SUBRECIPIENT's representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from SUBRECIPIENT and approved by CITY.

The CITY's Director of Community Services will be CITY's representative responsible for the administration of this Agreement. 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 American Rescue Plan's funding objectives in response to the COVID-19 emergency. SUBRECIPIENT shall provide services and/or programming for City of Denton residents as detailed in Exhibit A Scope of Services.

## 3. REPRESENTATIONS

A. SUBRECIPIENT represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement. SUBRECIPIENT represents and warrants that it is a Texas non-profit corporation in good standing and authorized to do business in the State of Texas.

B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT, do hereby warrant and guarantee that they have been fully authorized by SUBRECIPIENT to execute this Agreement on behalf of SUBRECIPIENT and to validly and legally bind SUBRECIPIENT to all terms, performances, and provisions herein set forth.

C. CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either SUBRECIPIENT or the person signing the Agreement to enter into this Agreement. SUBRECIPIENT shall return to CITY any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section 3.

D. SUBRECIPIENT agrees that the funds and resources provided SUBRECIPIENT under the terms of this Agreement will in no way be substituted for, or duplicative of, funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, SUBRECIPIENT had this Agreement not been executed.

## 4. SUBRECIPIENT'S OBLIGATIONS

In consideration of the receipt of funds from the CITY, the SUBRECIPIENT agrees to the following terms and conditions:

A. Up to Eight Hundred Ninety-Six Thousand One-Hundred Nineteen Dollars and Forty-one Cents (\$896,119.41) may be paid to SUBRECIPIENT by CITY on a reimbursement basis in accordance with the Budget attached as Exhibit B, and the only expenditures reimbursed from these funds shall be those in accordance with the Budget, set forth in Exhibit B, for those services described in the Scope of Services, Exhibit A, as provided herein. SUBRECIPIENT shall not utilize these funds for any other purpose.

B. SUBRECIPIENT shall submit monthly performance and expenditure reports to CITY pursuant to Section 10 of this Agreement. CITY may withhold payment to SUBRECIPIENT for any period for which SUBRECIPIENT has failed to submit the reports required by this Agreement.

C. SUBRECIPIENT will establish, operate, and maintain an account system for this program that will allow

for a tracing of funds and a review of the financial status of the program. The system will be based on generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants.

- D. SUBRECIPIENT will permit authorized officials of CITY to review its books at any time.
- E. SUBRECIPIENT will reduce to writing all of its rules, regulations, and policies and file a copy with CITY's Community Development Office along with any amendments, additions, or revisions upon request.
- F. SUBRECIPIENT will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.
- G. SUBRECIPIENT will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to CITY's Community Development Division for further direction.
- H. SUBRECIPIENT will appoint a representative who will be available to meet with CITY officials when requested.
- I. SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.
- J. Before SUBRECIPIENT provides any HOME or HOME-ARP funds to any owner, community housing development organization, subrecipient, homeowner, homebuyer, tenant or landlord receiving tenant-based rental assistance, or contractor providing services to or on behalf of SUBRECIPIENT, SUBRECIPIENT must have a fully-executed written agreement with such entity that meets the requirements of 24 CFR § 92.504. Such agreement must establish whether repayment of HOME or HOME-ARP funds must be remitted to the CITY or may be retained by SUBRECIPIENT to be used for allowable costs consistent with this Agreement.
- K. SUBRECIPIENT shall enter into a written, executed lease with the owner of each rental unit that will receive funds for tenant-based rental assistance, and a written, executed sublease with each qualifying household that will be a beneficiary of tenant-based rental assistance funding (each lease and sublease a "TBRA Lease"). Each TBRA Lease must specify the duration of the lease or sublease, applicable rents, and lease requirements, and must comply with tenant protection requirements in accordance with 24 CFR § 92.253(a). No TBRA Lease shall extend beyond the term of this Agreement.

#### **5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

- A. SUBRECIPIENT shall comply with all applicable federal laws, laws of the State of Texas, and ordinances of the City of Denton.
- B. SUBRECIPIENT agrees to abide by the conditions of and comply with the requirements of the Office of Management 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. SUBRECIPIENT shall give the CITY, 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.
- D. SUBRECIPIENT shall refrain from entering into any subcontract for services without prior approval in writing by CITY of the qualifications of the subcontractor to perform and meet the standards of this Agreement. All subcontracts entered into by the SUBRECIPIENT will be subject to the requirements of

this Agreement. The SUBRECIPIENT agrees to be responsible to CITY for the performance of any subcontractor.

- E. SUBRECIPIENT further agrees and certifies that if the regulations and issuances promulgated regarding HOME or ARPA are amended or revised, it shall comply with them, or notify CITY, as provided in Section 23 of this Agreement.
- F. SUBRECIPIENT shall adopt and implement affirmative marketing procedures for this program in accordance with the requirements in 24 CFR 92.351, including the requirements to (i) identify those portions of the population of CITY that are least likely to apply, (ii) establish specific marketing actions (e.g. advertising in specialty publications, native languages, etc.) intended to reach such populations, and (iii) maintain records of the results of such activities.
- G. SUBRECIPIENT shall comply with all applicable Federal laws and regulations at 24 CFR 92 Subpart H. Subpart H prescribes procedures for compliance in the following areas: nondiscrimination and equal opportunity, affirmative marketing, displacement and relocation, labor relations and conflict of interest.
- H. SUBRECIPIENT shall be committed to carry out the purposes of Executive Order 14173 of January 21, 2025 entitled “Ending Illegal Discrimination and Restoring Merit-Based Opportunity” one of its purposes being to enforce federal civil rights laws “for the benefit of all Americans.”
- I. SUBRECIPIENT shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
- J. SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- K. SUBRECIPIENT certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
- L. SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions as required by E.O.14182, Enforcing the Hyde Amendment.
- M. SUBRECIPIENT must comply with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV Of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C, 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S.
- N. SUBRECIPIENT shall not use any funding received under this Agreement in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations. SUBCRIPIENT must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

## 6. PERFORMANCE BY SUBRECIPIENT

SUBRECIPIENT will provide, oversee, administer, and carry out the activities and services set out in the Scope of Services described in Exhibit A, utilizing the funds described in Exhibit B, deemed by both parties to be necessary and sufficient payment for full and satisfactory performance of the program, as determined solely by CITY and in accordance with all other terms, provisions, and requirements of this Agreement.

No modifications or alterations may be made in the Scope of Services or Budget without the prior written approval of the CITY's Director of Community Services.

## 7. PAYMENTS

- A. Payments to SUBRECIPIENT. CITY will pay SUBRECIPIENT for expenses pursuant to and in accordance with the Project Budget attached hereto as Exhibit B, and incorporated herein by reference, and the Scope of Services herein attached as Exhibit A and incorporated herein by reference effective May 1, 2026. Notwithstanding any other provision of the Agreement, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of Eight Hundred Ninety-Six Thousand One-Hundred Nineteen Dollars and Forty-one Cents (\$896,119.41).
- B. Funds are to be used for the sole purpose of providing the services described in the Scope of Services in Exhibit A and based on the Budget in Exhibit B.
- C. Excess Payment. SUBRECIPIENT shall refund to CITY within ten working days of CITY's request, any sum of money which has been paid by CITY and which CITY at any time thereafter determines:
- (1) has resulted in overpayment to SUBRECIPIENT; or
  - (2) has not been spent strictly in accordance with the terms of this Agreement; or
  - (3) is not supported by adequate documentation to fully justify the expenditure.
- D. Disallowed Costs. Upon termination of this Agreement, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY or any other Federal agency, SUBRECIPIENT will refund such amount to CITY within ten working days of a written notice to SUBRECIPIENT, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through CITY.
- E. Reversion of Assets.
- (1) SUBRECIPIENT, upon expiration of this Agreement, shall transfer to the CITY any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds.
  - (2) The reversion of these financial assets shall be in addition to any other remedy available to CITY either at law or in equity for breach of this Agreement.
- F. Obligation of Funds.
- (1) In the event that actual expenditure rates deviate from SUBRECIPIENT's provision of a corresponding level of performance, as specified in Exhibits A and B, CITY hereby reserves the right to re-appropriate or recapture any such under-expended funds.
  - (2) If CITY finds that SUBRECIPIENT is unwilling and/or unable to comply with any of the terms of this Agreement, CITY may require a refund of any and all money expended pursuant to this Agreement by SUBRECIPIENT, as well as any remaining unexpended funds which shall be refunded to CITY within ten working days of a written notice to SUBRECIPIENT to revert these financial assets.
- G. Contract Close Out. SUBRECIPIENT shall submit a final expenditure report, for the time period covered by the last invoice requesting reimbursement of funds under this Agreement, within 15 working days following the close of the Agreement period.
- H. The CITY may withhold payment(s) until the appropriate and required reports are received and approved, which approval shall not be unreasonably withheld.

I. Measure of Liability.

- (1) The parties expressly understand and agree that CITY's obligations under this Section are contingent upon the actual receipt of adequate funds to meet CITY's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, CITY shall notify SUBRECIPIENT in writing within a reasonable time after such fact has been determined. CITY may, at its option, either reduce the amount of its liability or terminate the Agreement. If funds eligible for use for purposes of this Agreement are reduced, CITY shall not be liable for further payments due to SUBRECIPIENT under this Agreement.
- (2) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of the City of Denton.
- (3) CITY shall not be liable for any cost or portion thereof which:
  - (a) has been paid, reimbursed, or is subject to payment or reimbursement, from any other source;
  - (b) was incurred prior to the beginning date or after the ending date specified in Section 1;
  - (c) is not in strict accordance with the terms of this Agreement, including all exhibits attached hereto;
  - (d) is not an allowable cost as defined by Section 10 of this Agreement or in the Budget set forth in Exhibit B.
- (4) CITY shall not be liable for any cost or portion thereof which is incurred with respect to any activity of SUBRECIPIENT requiring prior written authorization from CITY, or after CITY has requested that SUBRECIPIENT furnish data concerning such action prior to proceeding further, unless and until CITY advises SUBRECIPIENT to proceed.
- (5) CITY shall not be obligated or liable under this Agreement to any party other than SUBRECIPIENT for payment of any monies or provision of any goods or services.
- (6) Funding not expended within the term of this Agreement will revert to the City of Denton within 15 days from the expiration of the term for use on alternative services or projects.
- (7) Payments may be contingent upon certification of the SUBRECIPIENT 's financial management system in accordance with the standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**8. ALLOWABLE COSTS**

- A. Costs must comply with HOME and HOME-ARP allowable uses and expenditure categories as published in 24 CFR Part 92 and the Compliance and Reporting Guidance issued by HUD.
- B. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of Exhibits A and B.
- C. To the extent that SUBRECIPIENT has received funds from another municipal, state, or federal source for any purpose contemplated herein, SUBRECIPIENT shall not expend funds paid under this Agreement in a manner that would be duplicative of the use of such prior funds.
- D. Approval of SUBRECIPIENT's Budget, Exhibit B, does not constitute prior written approval, even though certain items may appear herein. CITY's prior written authorization is required in order for the following to be considered allowable costs:

- a. CITY shall not be obligated to any third parties, including any subcontractors of SUBRECIPIENT, and CITY funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.
  - b. Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B;
  - c. Costs or fees for temporary employees or services;
  - d. Any fees or payments for consultant services.
- E. Written requests for prior approval are SUBRECIPIENT's responsibility and shall be made within sufficient time to permit a thorough review by CITY. SUBRECIPIENT must obtain written approval by CITY prior to the commencement of procedures to solicit or purchase services or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.
- F. The purchase of real property is not an allowable cost under this agreement.

## **9. PROGRAM INCOME**

- A. Program Income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program Income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of HOME and HOME-ARP funds must calculate, document, and record the organization's Program Income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.
- B. SUBRECIPIENT shall maintain records of the receipt and disposition of Program Income in the same manner as required for other contract funds and reported to CITY in the format prescribed by CITY. CITY and SUBRECIPIENT agree that any fees collected for services performed by SUBRECIPIENT shall be used for payment of costs associated with service provision. Revenue remaining after payment of all program expenses for service provision shall be considered Program Income and shall be subject to all the requirements of this Agreement and the regulations found at 2 CFR 200.307 and any additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs, released by the US Department of Treasury.
- C. SUBRECIPIENT shall include this Section in its entirety in all of its sub-contracts which involve other income-producing services or activities.
- D. It is SUBRECIPIENT's responsibility to obtain from CITY a prior determination as to whether or not income arising directly or indirectly from this Agreement, or the performance thereof, constitutes Program Income. SUBRECIPIENT is responsible to CITY for the repayment of any and all amounts determined by CITY to be Program Income, unless otherwise approved in writing by CITY.
- E. SUBRECIPIENT shall repay to CITY all Program Income or expend all Program Income for allowable costs under this Agreement prior to seeking reimbursement under this Agreement for such costs.

## **10. REPORTS AND INFORMATION**

At such times and in such form as CITY may require, SUBRECIPIENT shall furnish such statements, records, data, and information as CITY may request and deem pertinent to matters covered by this Agreement. SUBRECIPIENT shall submit performance and expenditure reports to CITY no less than once every month. The performance report shall detail client information, including race, ethnicity, income, female head of

household, and other statistics required by CITY. The financial report shall include information and data relative to all programmatic and financial reporting as of the commencement date specified in Section 1 of this Agreement. Unless the CITY has granted a written exemption, SUBRECIPIENT shall submit an audit conducted by independent examiners in accordance with Generally Accepted Accounting Principles. If the SUBRECIPIENT expends more than \$1,000,000 in federal funding, the audit must be conducted in accordance with OMB 2 CFR Part 200, as applicable within thirty days after receipt of such audit.

## **11. MONITORING AND EVALUATION**

SUBRECIPIENT agrees to participate in a monitoring and evaluation system whereby the services can be continuously monitored. CITY shall perform monitoring of the SUBRECIPIENT's performances under this Agreement.

- A. SUBRECIPIENT agrees that CITY may carry out monitoring and evaluation activities to ensure adherence by SUBRECIPIENT to the Scope of Services, Program Goals, and Objectives, which are attached hereto as Exhibit A, as well as other provisions of this Agreement.
- B. SUBRECIPIENT agrees to cooperate fully with CITY and provide data determined by CITY to be necessary for CITY to effectively fulfill its monitoring and evaluation responsibilities.
- C. SUBRECIPIENT agrees to cooperate in such a way so as not to obstruct or delay CITY in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by CITY staff.
- D. SUBRECIPIENT agrees to make available its financial records for review by CITY at CITY's discretion. In addition, SUBRECIPIENT agrees to provide CITY the following data and reports, or copies thereof:
  - (1) All external or internal evaluation reports;
  - (2) Performance and expenditure reports to be submitted in the schedule published by the CITY's Community Services Department. Reports shall include such information as requested by the CITY's Community Services Department including but not limited to: number of persons or households assisted, race, gender, disability status, and household income. Performance and expenditure reports shall be due to CITY within 15 working days after the completion of required reporting period. SUBRECIPIENT agrees to submit a performance report and expenditure report no less than once a month. The expenditure report shall include a profit and loss statement with current and year to date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances.
  - (3) An explanation of any major changes in program services.
- E. After each official monitoring on-site visit, CITY shall provide SUBRECIPIENT with a written report of monitoring findings, documenting findings, and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within 60 days from the SUBRECIPIENT's receipt of the monitoring report or audit review letter. Future contract payments can be withheld for the SUBRECIPIENT's failure to submit a written response within 60 days.
- F. To comply with this section, SUBRECIPIENT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. SUBRECIPIENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. SUBRECIPIENT agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the services provided and expenditure of funds under this Agreement for the period of time and under the conditions specified by the CITY. Nothing in the above subsections shall be construed to relieve SUBRECIPIENT of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of

services, provided under this Agreement.

- G. SUBRECIPIENT shall submit copies of any fiscal, management, or audit reports by any of the SUBRECIPIENT's funding or regulatory bodies to CITY within ten working days of receipt by the SUBRECIPIENT.
- H. CITY shall be responsible for performing an environmental review to ensure necessary compliances are met. HOME and HOME-ARP Funds will not be paid, and costs cannot be incurred until CITY has conducted and completed an environmental review and completed an Environmental Review Record as required by 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel this project. Further, SUBRECIPIENT will not undertake or commit any funds for the project prior to the environmental clearance.

## **12. MAINTENANCE OF RECORDS**

- A. SUBRECIPIENT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the provisions of Exhibit A and Exhibit B, attached hereto, and with any other applicable Federal and State regulations establishing standards for financial management. SUBRECIPIENT's expenditures of funds made under this Agreement will conform to (2 CFR §200) Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards as they pertain to costs incurred, audits, program income, administration, and other activities and functions. SUBRECIPIENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve SUBRECIPIENT of fiscal accountability and liability under any other provision of this Agreement or any applicable law. SUBRECIPIENT shall include the substance of this provision in all subcontracts.
- B. SUBRECIPIENT agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for five years after the termination of all activities funded under this agreement.
- C. Nothing in the above subsections shall be construed to relieve SUBRECIPIENT of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.
- D. At any reasonable time and as often as CITY may deem necessary, the SUBRECIPIENT shall make available to CITY or any of their authorized representatives, all of its records and shall permit CITY or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and all other data requested by said representatives.

## **13. DIRECTORS' MEETINGS**

During the term of this Agreement, SUBRECIPIENT shall cause to be delivered to CITY copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice and shall include an agenda and a brief description of the matters to be discussed. SUBRECIPIENT understands and agrees that CITY representatives shall be afforded access to all of the Board of Directors' meetings. Minutes of all meetings of SUBRECIPIENT's governing body shall be available to CITY within ten days after Board approval.

## **14. WARRANTIES**

SUBRECIPIENT represents and warrants that:

- A. All information, reports, and data heretofore or hereafter requested by CITY and furnished to CITY, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.
- B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate, and fairly reflect the financial condition of SUBRECIPIENT on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of SUBRECIPIENT.
- C. No litigation or legal proceedings are presently pending or threatened against the SUBRECIPIENT.
- D. None of the provisions herein contravene or are in conflict with the authority under which SUBRECIPIENT is doing business or with the provisions of any existing indenture or agreement of SUBRECIPIENT.
- E. SUBRECIPIENT has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of SUBRECIPIENT is subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by SUBRECIPIENT to CITY.
- G. Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

#### **15. COVENANTS**

- A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, SUBRECIPIENT shall not, without the prior written consent of the Director of Community Services or their authorized representative:
  - (1) Mortgage, pledge, or otherwise encumber or suffer to be encumbered, any of the assets of SUBRECIPIENT now owned or hereafter acquired by it, or permit any pre-existing mortgages, liens, or other encumbrances to remain on, or attached to, any assets of SUBRECIPIENT which are allocated to the performance of this Agreement and with respect to which CITY has ownership hereunder.
  - (2) Sell, assign, pledge, transfer, or otherwise dispose of accounts receivables, notes, or claims for money due or to become due.
  - (3) Sell, convey, or lease all or a substantial part of its assets.
  - (4) Make any advance or loan to, or incur any liability for any other firm, person, entity, or corporation as guarantor, surety, or accommodation endorser.
  - (5) Sell, donate, loan, or transfer any equipment or item of personal property purchased with funds paid to SUBRECIPIENT by CITY, unless CITY authorizes such transfer in writing.
- B. SUBRECIPIENT agrees, upon written request by CITY, to require its employees to attend training sessions sponsored by the Community Development Division.

#### **16. INSURANCE**

- A. SUBRECIPIENT shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for the services provided pursuant to this Agreement.

- B. The premises on and in which the services and activities described in Exhibit A are conducted, and the employees conducting these services and activities, shall be covered by premise liability insurance, commonly referred to as "Owner/Tenant" coverage, with CITY named as an additional insured. Upon request of SUBRECIPIENT, CITY may, at its sole discretion, approve alternate insurance coverage arrangements.
- C. SUBRECIPIENT will comply with applicable workers' compensation statutes and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.
- D. SUBRECIPIENT will maintain adequate and continuous liability insurance on all vehicles owned, leased, or operated by SUBRECIPIENT. All employees of SUBRECIPIENT who are required to drive a vehicle in the normal scope and course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in SUBRECIPIENT's files.
- E. Actual losses not covered by insurance as required by this Section are not allowable or eligible costs under this Agreement and remain the sole responsibility of SUBRECIPIENT.
- F. The policy or policies of insurance shall contain a clause which requires that CITY and SUBRECIPIENT be notified in writing of any cancellation or change in the policy at least 30 days prior to such change or cancellation.

#### **17. CIVIL RIGHTS / EQUAL OPPORTUNITY**

- A. SUBRECIPIENT shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, age, or disability. The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. SUBRECIPIENT shall not discriminate against any person in the selection of beneficiaries or provision of services under this Agreement because of race, color, religion, sex, national origin, age, familial status, or disability in connection with this Contract. Determinations of eligibility for this program must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.
- C. SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.
- D. SUBRECIPIENT shall comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR Part 5, Subpart L, and HOME and HOME-ARP program regulations.
- E. SUBRECIPIENT will furnish all information and reports requested by the CITY, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and Federal rules and regulations.
- F. In the event of SUBRECIPIENT's non-compliance with the non-discrimination requirements, CITY may cancel or terminate the Agreement in whole or in part, and SUBRECIPIENT may be barred from further contracts with CITY.

## **18. PERSONNEL POLICIES**

Personnel policies shall be established by SUBRECIPIENT and shall be available for examination. Such personnel policies shall:

- A. Include policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel;
- B. Be in writing; and
- C. Be approved by the governing body of SUBRECIPIENT.

## **19. CONFLICT OF INTEREST**

- A. SUBRECIPIENT covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. SUBRECIPIENT further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. SUBRECIPIENT further covenants that no member of its governing body or its staff, subcontractors, or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated by desire for private gain for himself/herself, or others, particularly those with which he/she has family, business, or other ties.
- C. No officer, member, or employee of CITY and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest in any corporation, partnership, or association in which he or she has a direct or indirect interest.

## **20. NEPOTISM**

SUBRECIPIENT shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by SUBRECIPIENT or is a member of SUBRECIPIENT's governing board. The term "member of immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, stepparent, stepchild, half-brother, and half-sister.

## **21. POLITICAL OR SECTARIAN ACTIVITY**

- A. Neither the funds advanced pursuant to this Agreement, nor any personnel who may be employed by the SUBRECIPIENT with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.
- B. The 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, or nepotism activities.
- C. The SUBRECIPIENT agrees that none of the funds or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for publicity, lobbying, and/or propaganda purposes designed to support or defeat pending legislation. Employees of the SUBRECIPIENT connected with any activity that is funded in whole or in part by funds provided to SUBRECIPIENT under this Agreement may not during the term of this Agreement:

- (1) Use their official position or influence to affect the outcome of an election or nomination;
  - (2) Solicit contributions for political purposes; or
  - (3) Take an active part in political management or in political campaigns.
- D. SUBRECIPIENT hereby agrees to sign a Certification Regarding Lobbying included herein as Exhibit C and if necessary, the Disclosure of Lobbying Activities provided by the CITY.

## **22. PUBLICITY**

- A. Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement that the U.S. Department of Treasury American Rescue Plan Act and HOME Investment Partnerships Grant funding through the City of Denton has contributed to make the project possible.
- B. All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in this Agreement. When material not originally developed is included in a report, the report shall identify the source in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.
- C. 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 American Rescue Plan Act Grant and the HOME Investment Partnerships Grant Program, with funding received from the United States Department of Housing and Urban Development.*

- D. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence and related material submitted by SUBRECIPIENT shall become the property of CITY upon receipt.

## **23. CHANGES AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.
- B. SUBRECIPIENT may not make transfers between or among approved line items within budget categories set forth in Exhibit B without prior written approval of CITY. SUBRECIPIENT shall request, in writing, the budget revision in a form prescribed by CITY, and such request for revision shall not increase the total monetary obligation of CITY under this Agreement. In addition, budget revisions cannot significantly change the nature, intent, or scope of the program funded under this Agreement.
- C. The City Manager or their designee may authorize minor amendments to the approved Scope of Work in Exhibit A or Budget in Exhibit B as necessary to carry out the intent of this Agreement, in a manner consistent with the efficient use of public funds, and in accordance with Federal Law. Such minor amendments may not increase the overall funding set forth in Exhibit B, extend the term, or otherwise alter the performance obligations of SUBRECIPIENT, without approval of the City Council.
- D. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.

- E. CITY may, from time to time during the term of the Agreement, request changes to the Agreement, which may include an increase or decrease in the amount of SUBRECIPIENT's compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.
- F. SUBRECIPIENT agrees to notify CITY of any proposed change in physical location for work performed under this Agreement at least 30 calendar days in advance of the change.
- G. SUBRECIPIENT shall notify CITY of any changes in personnel or governing board composition.
- H. It is expressly understood that neither the performance of Exhibit A for any program contracted hereunder nor the transfer of funds between or among said programs will be permitted.

#### **24. SUSPENSION OF FUNDING**

Upon determination by CITY of SUBRECIPIENT's failure to timely and properly perform each of the requirements, time conditions, and duties provided herein, CITY, without limiting any rights it may otherwise have, may, at its discretion, and upon ten working days written notice to SUBRECIPIENT, withhold further payments to SUBRECIPIENT. Such notice may be given by mail to the Executive Officer and the Board of Directors of SUBRECIPIENT. The notice shall set forth the default or failure alleged, and the action required for cure. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed 30 calendar days. At the end of the suspension period, if CITY determines the default or deficiency has been satisfied, SUBRECIPIENT may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If however, CITY determines that SUBRECIPIENT has not come into compliance, the provisions of Section 25 may be effectuated.

#### **25. TERMINATION**

- A. CITY may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this Section:
  - (1) SUBRECIPIENT's failure to attain compliance during any prescribed period of suspension as provided in Section 24.
  - (2) SUBRECIPIENT's failure to perform or materially comply with any of the terms of this Agreement.
  - (3) SUBRECIPIENT's violation of covenants, agreements, or guarantees of this Agreement.
  - (4) Termination or reduction of funding by the CITY or HUD.
  - (5) Finding by CITY that the SUBRECIPIENT:
    - a. is in such unsatisfactory financial condition as to endanger performance under this Agreement;  
or
    - b. has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
    - c. is delinquent in payment of taxes or of costs of performance of this Agreement in the ordinary course of business.
  - (6) Appointment of a trustee, receiver, or liquidator for all or substantial part of SUBRECIPIENT's property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against SUBRECIPIENT.
  - (7) SUBRECIPIENT's inability to conform to changes required by Federal, State, and local laws or regulations as provided in Section 5, and Section 2, of this Agreement.

- (8) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of this Agreement.
- B. CITY shall promptly notify SUBRECIPIENT in writing of the decision to terminate and the effective date of termination.
- C. CITY may terminate this Agreement for convenience at any time. If CITY terminates this Agreement for convenience, SUBRECIPIENT will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination, subject to the requirements of Section 7 and Exhibit B. In no event will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of SUBRECIPIENT covered by the Agreement, less payments previously made.
- D. SUBRECIPIENT may terminate this Agreement in whole or in part by written notice to CITY, if a termination of outside funding occurs upon which SUBRECIPIENT depends for performance hereunder. SUBRECIPIENT may opt, within the limitations of this Agreement, to seek an alternative funding source, with the approval of CITY, provided the termination by the outside funding source was not occasioned by a breach of contract as defined herein or as defined in a contract between SUBRECIPIENT and the funding source in question. SUBRECIPIENT may terminate this Agreement upon the dissolution of SUBRECIPIENT's organization not occasioned by a breach of this Agreement.
- E. Upon receipt of notice to terminate, SUBRECIPIENT shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts, which relate to the performance of this Agreement. CITY shall not be liable to SUBRECIPIENT or SUBRECIPIENT's contractors, subcontractors or creditors for any expenses, encumbrances, or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this Section.
- F. SUBRECIPIENT shall, within 30 days of notice of termination by any party, provide CITY a full accounting of all expenditures not previously audited by the CITY and that have occurred since the last required reporting period. SUBRECIPIENT shall return any unused funds, or funds determined to be ineligible or used improperly within 15 days of termination date.
- G. Notwithstanding any exercise by CITY of its right of suspension or termination, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by SUBRECIPIENT, and CITY may withhold any reimbursement to SUBRECIPIENT until such time as the exact amount of damages due to CITY from SUBRECIPIENT is agreed upon or otherwise determined.

## **26. NOTIFICATION OF ACTION BROUGHT**

In the event that any claim, demand, suit, or other action or proceeding is made or brought by any person(s), firm, corporation, or other entity against SUBRECIPIENT, SUBRECIPIENT shall give written notice thereof to CITY within five working days after being notified of such claim, demand, suit, or other action or proceeding. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action or proceeding; the names and addresses of the person(s), firm, corporation, or other entity making such claim, or demand, or that instituted or threatened to institute any type of suit, or other action or proceeding; the basis of such claim, demand, suit, or other action, or proceeding; and the name of any person(s) against whom such claim, demand, suit, or other action or proceeding is being made or threatened. Such written notice shall be delivered either personally or by mail postage paid in accordance with the provisions of Section 29.I.

## **27. INDEMNIFICATION**

- A. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BOTH PARTIES HERETO THAT CITY IS CONTRACTING WITH SUBRECIPIENT AS AN INDEPENDENT CONTRACTOR AND THAT AS

SUCH, SUBRECIPIENT SHALL SAVE AND HOLD CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES, AND CONTRACTORS HARMLESS FROM ALL LIABILITY OF ANY NATURE OR KIND, INCLUDING COSTS AND EXPENSES FOR, OR ON ACCOUNT OF, ANY CLAIMS, AUDIT EXCEPTIONS, DEMANDS, SUITS, OR DAMAGES OF ANY KIND OR CHARACTER WHATSOEVER RESULTING IN WHOLE OR IN PART FROM THE PERFORMANCE, ACT OR OMISSION OF ANY EMPLOYEE, AGENT, CONTRACTOR, SUBCONTRACTOR, OR REPRESENTATIVE OF SUBRECIPIENT.

- B. SUBRECIPIENT AGREES TO PROVIDE THE DEFENSE FOR, AND TO INDEMNIFY AND HOLD HARMLESS CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, EMPLOYEES, AND CONTRACTORS FROM ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION, DEMANDS, DAMAGES, LOSSES, ATTORNEY FEES, EXPENSES, AND LIABILITY ARISING OUT OF THE USE OF THESE CONTRACTED FUNDS AND PROGRAM ADMINISTRATION AND IMPLEMENTATION EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL ACT OR OMISSION OF CITY, ITS AGENTS, EMPLOYEES, OR CONTRACTORS.

## **28. NON-RELIGIOUS ACTIVITIES**

- A. As stated in 24 CFR Part 5.109, no organization will be prohibited from participating in activities supported by CITY funding including programs that make funds available through contracts, grants, or cooperative agreements. SUBRECIPIENT is prohibited from discriminating against beneficiaries in providing services or carrying out activities with such assistance based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. CITY acknowledges that organizations that participate in programs only funded by indirect CITY or Federal financial assistance need not modify their program or activities to accommodate beneficiaries who choose to expend the indirect aid on those organizations' programs.
- B. SUBRECIPIENT shall, if applicable, comply with the requirement that faith-based organizations that carry out programs or activities with direct Federal financial assistance from HUD must provide written notice of certain protections to beneficiaries and prospective beneficiaries. Specifically, such organizations are required to give notice to beneficiaries that:
  - 1. The organization may not discriminate against a beneficiary or prospective beneficiary based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
  - 2. The organization may not require a beneficiary to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by the beneficiary in such activities must be purely voluntary; and
  - 3. The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; and
  - 4. If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection;
  - 5. A beneficiary or prospective beneficiary may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary administering the program, if applicable.
  - 6. Faith-based organizations must provide this notice to prospective beneficiaries prior to enrollment. In the event of an emergency or exigent circumstances that make it impracticable to provide the written notice in advance, prospective beneficiaries may receive the notice at the earliest available

opportunity. Current beneficiaries must receive the notice at the earliest available opportunity.

7. Faith-based organizations that carry out a program or activity with direct Federal financial assistance from HUD are to promptly undertake reasonable efforts to identify an alternative provider if a beneficiary or prospective beneficiary objects to the religious character of the organization, and to refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

## 29. MISCELLANEOUS

- A. SUBRECIPIENT shall not transfer, pledge, or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company, or other financial institution without the prior written approval of CITY.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by SUBRECIPIENT shall become the property of CITY upon receipt.
- D. Debarment: SUBRECIPIENT certifies that it is not listed on the System for Award Management (SAM), which lists the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.
- E. In no event shall any payment to SUBRECIPIENT hereunder, or any other act or failure of CITY to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by CITY of any breach of covenant or default which may then or subsequently be committed by SUBRECIPIENT. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to CITY to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of CITY may waive the effect of this provision.
- F. This Agreement, together with the referenced EXHIBITS, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.
- G. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances, or regulations, CITY as the party ultimately responsible to HUD for matters of compliance, will have the final authority to render or to secure an interpretation.
- H. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). CITY hereby confirms receipt of the Form 1295 from SUBRECIPIENT, and CITY agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the CITY and the contract identification number, neither the CITY nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by SUBRECIPIENT; and, neither the City nor its consultants have verified such information.

- I. SUBRECIPIENT acknowledges that in accordance with Chapter 2271 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT's signature provides written verification to the CITY that SUBRECIPIENT: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- J. Sections 2252 and 2270 of the Texas Government Code restrict CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT's signature provides written verification to the CITY that SUBRECIPIENT, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this Agreement and will not become ineligible to receive payments under this Agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- K. SUBRECIPIENT acknowledges that in accordance with Chapter 2274 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT's signature provides written verification to the CITY that SUBRECIPIENT: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- L. SUBRECIPIENT acknowledges that in accordance with Chapter 2274 of the Texas Government Code, CITY is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, SUBRECIPIENT certifies that SUBRECIPIENT's signature provides written verification to the CITY that SUBRECIPIENT: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- M. The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274 of the Texas Government Code, and SUBRECIPIENT is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.
- N. If SUBRECIPIENT provides services to the homeless it is required to:
  - a. Report homeless data to the Homeless Management Information System (HMIS). HMIS is a countywide data management tool designed to facilitate data collection in order to improve human

service delivery throughout Denton County. Participation in HMIS is a requirement per this Agreement. Data entered into HMIS will help our community improve services to individuals experiencing homelessness by providing accurate information on the extent and nature of homelessness in our community and by accounting for our success in helping people move out of homelessness. Participation is also critical to help CITY and Denton County successfully compete for grants for federal funding, such as the U.S. Department of Housing and Urban Development's homeless assistance funds.

- b. Participate in the Denton County Homeless Leadership Team meetings and any applicable workgroup(s). The Denton County Homeless Leadership Team is a collaborative, cross-sector team that convenes to improve the planning, coordination, oversight, and implementation required to create systems change for housing/homelessness initiatives in Denton County. Further, the SUBRECIPIENT is encouraged to work in partnership with fellow service providers to improve efficiency and effectiveness.
- O. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if delivered by courier or overnight mail service or if sent U.S. Mail postage paid, in each case to the parties and addresses set forth below:

TO CITY:  
City Manager  
City of Denton  
215 E. McKinney  
Denton, Texas 76201

TO SUBRECIPIENT:  
Giving Grace, Inc.  
Attn: Executive Director/CEO/Commander  
1302 Teasley Lane  
Denton, Texas 76205

w/ a copy to:

City Attorney  
City of Denton  
215 E. McKinney  
Denton, TX 76201

- P. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court competent jurisdiction sitting in Denton County, Texas.

*[Signature Page Follows]*

IN WITNESS WHEREOF this Agreement has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CITY OF DENTON:**

BY: \_\_\_\_\_  
CASSEY OGDEN, INTERIM CITY  
MANAGER

**ATTEST:**

BY: \_\_\_\_\_  
INGRID REX, CITY SECRETARY

**APPROVED AS TO LEGAL FORM:**

BY: Scott Bray Scott Bray  
Deputy City Attorney  
\_\_\_\_\_  
MACK REINWAND, CITY  
ATTORNEY

**SUBRECIPIENT:**

BY: Dawn Shapley  
Signed by: \_\_\_\_\_  
E98E54E572AF4C9...

TITLE: CEO

**ATTEST:**

BY: Paul Staudacher  
DocuSigned by: \_\_\_\_\_  
9975B68A0A65443

TITLE: Board President

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational  
obligations and business terms  
Signed by: Jesse Lent  
\_\_\_\_\_  
Signature  
Director of Community Services  
\_\_\_\_\_  
Title  
Community Services  
\_\_\_\_\_  
Department  
Date Signed: 4/28/2026

**Exhibit A**  
**Scope of Services**

**SECTION I - PROJECT PURPOSE**

SUBRECIPIENT assists the City of Denton to meet the public health and economic needs of those impacted by the pandemic, as outlined in the HOME Investment Partnership Grant American Rescue Plan (HOME and HOME-ARP) Entitlement funds from the U.S. Department of Housing and Urban Development, herein referred to as "HUD," under Title I of the Housing and Community Development Act of 1974, as amended, Public Law 93-383;

The Subrecipient shall use the granted HOME Investment Partnerships Grant funds to operate the Tenant-Based Rental Assistance ("TBRA") Program in accordance with the rules and regulations of the HOME Investment Partnerships Program (24 CFR Part 92). This Scope of Services includes all requirements stated in the HOME agreement between the Subrecipient and the City. All documents and records related to this Scope of Services, the HOME Agreement between the City and Subrecipient, and the City's TBRA policies and procedures must be maintained in the tenant's file.

**SECTION II - PROJECT DESCRIPTION AND DELIVERY**

HOME and HOME-ARP funds shall be used to provide tenant-based rental assistance ("HOME and HOME-ARP TBRA") and a broad range of supportive services to individuals and families that meet one of the Qualifying Populations defined in the *CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program* ("the Notice"). Subject to compliance with requirements of Notice: CPD-21-10 Requirements for the Use of Funds in the HOME-American Rescue Plan Program.

Pursuant to 24 CFR §92.209, the TBRA program may provide rental assistance, including utilities, security deposit payments, and utility deposit assistance for a family, which includes individuals. However, utility deposit assistance may only be provided if this assistance is provided with rental assistance or security deposit payment from the TBRA program. Administrative costs of TBRA are eligible only for general management oversight and coordination as defined in 24 CFR §92.207 (a). Subrecipient must comply with TBRA rules set forth in 24 CFR §92.209.

In addition to all other terms, provisions, and requirements of this Agreement, SUBRECIPIENT shall provide the activities and services in accordance with this Scope of Work and the *City of Denton HOME and HOME-ARP Program Guide- lines: Tenant-Based Rental Assistance & Supportive Services* attached hereto in Exhibit D.

SUBRECIPIENT shall provide eligible HOME Tenant-Based Rental Assistance on behalf of qualified households including:

- Rental Assistance
- Security Deposit Assistance

SUBRECIPIENT shall provide eligible HOME-ARP Supportive Services on behalf of qualified households including:

- Utility Deposits (Gas, Electric, Water, & Sewer)
- Case Management

For each qualifying household, SUBRECIPIENT shall make payments of HOME or HOME-ARP Tenant-Based Rental Assistance directly to the property owner on behalf of the qualifying household. Each HOME

and HOME-ARP TBRA-assisted household has the right to continue HOME and HOME-ARP TBRA assistance if the household moves to a different unit and continues to qualify for assistance. SUBRECIPIENT shall verify ownership of each potential HOME and HOME-ARP TBRA-assisted unit by obtaining a recorded deed or other title instrument or certificate from the property owner that evidences the property owner's fee simple ownership of the unit.

**Qualified Households**

HOME-ARP requires that funds be used to primarily benefit individuals and families in the following specified "qualifying populations." Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME and HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME and HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

HOME and HOME-ARP TBRA funds must be used to primarily benefit individuals or families from the following qualifying populations:

1. Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
2. At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the HUD;
4. Other Populations where providing supportive services or assistance under section 212(a) of the Act ([42 U.S.C. 12742\(a\)](#)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability. Veterans and families that include a veteran family member that meet one of the preceding criteria.

The City of Denton has established a preference for households that meet the criteria for Qualifying Population 1, people experiencing literal homelessness.

SUBRECIPIENT shall select qualifying households for the program from a waiting list established solely for qualifying households for this program pursuant to the HOME and HOME-ARP TBRA Guidelines in Exhibit D or from referrals for the program from the City's Housing Crisis Response System.

**HOME INVESTMENT PARTNERSHIP PROGRAM: Low-Income families and Targeted Assistance.** Subrecipients may only provide TBRA assistance to low-income families, as defined in 24 CFR § 92.2, whose annual income does not exceed 80% of the median income for the Dallas/Fort Worth, TX Metropolitan Statistical Area (MSA), which determination must be provided before assistance is provided. Subrecipient must annually recertify each family's income to determine that the family remains low-income. However, Subrecipient must comply with HUD's income targeting requirements that 90% of the families receiving TBRA are families whose annual incomes do not exceed 60% of the Dallas/Fort Worth, TX MSA.

**Lease requirements**

SUBRECIPIENT shall verify that each household that will receive HOME or HOME-ARP Tenant-Based Rental Assistance will have an executed lease with the property owner with a term of at least one year and which complies with the requirements of this Agreement. SUBRECIPIENT shall not be eligible for reimbursement for HOME-ARP Tenant-Based Rental Assistance relating to a particular lease unless it has

reviewed and approved the lease and has provided a copy of the lease to the City in advance of providing any assistance.

The lease may not contain any of the prohibited lease terms specified in 24 CFR 92.253(b).

The lease may not permit the property owner to terminate the tenancy or refuse to renew the lease of a tenant of a HOME and HOME-ARP unit except for serious or repeated violation of the terms of the lease; for violation of applicable Federal State, or local laws; or for other good cause.

#### Rent Standards

Rent amounts for each HOME-ARP and HOME TBRA-assisted rental unit must comply with the rent limits set forth in the HOME and HOME-ARP TBRA Guidelines in Exhibit D.

#### Housing Quality Standards

HOME and HOME-ARP TBRA-assisted rental units must be maintained in compliance with the housing quality standards required by 24 CFR 982.401, as well as any City property standards and all applicable accessibility standards. SUBRECIPIENT shall inspect housing to be occupied by a household receiving HOME and HOME-ARP Tenant-Based Rental Assistance to verify that it complies with the requirements of this section.

#### Termination of HOME- and HOME-ARP Tenant-Based Rental Assistance to a Qualifying Household

If a qualifying household is absent from a HOME and HOME-ARP TBRA-assisted rental unit for more than 60 consecutive days, SUBRECIPIENT may, after providing written notice of the qualifying household's absence to the City's director of community development, terminate its provision of HOME- and HOME-ARP Tenant-Based Rental Assistance to that household.

#### Self Sufficiency Programs and Supportive Services.

**Self Sufficiency Participation:** Selected tenants must be willing to participate in a self-sufficiency program and have a reasonable likelihood of successfully achieving housing stability either on their own or through some form of permanent housing subsidy. The household's failure to continue participation in the self-sufficiency program cannot be ground for terminating the assistance, but renewal of the assistance can be conditioned on participation in the program. Agency may not require persons with disabilities to participate in medical or disability-related services as a part of a self-sufficiency program. Agreements for self-sufficiency services must be in a separate agreement signed by the agency and the participant.

Applicants must describe the Self-Sufficiency Plan for the TBRA program. The Self-Sufficiency Plan must contain information about transition of tenants towards self-sufficiency, and towards obtaining permanent housing (either assisted or unassisted) before the end of the 24-month term of assistance to the household.

Self-Sufficiency Plans may include, but are not limited to:

- Mental health care
- Job training
- Household finance
- Substance abuse counseling
- Securing day care to enable a household member to work

Agency is expected to complete the following:

- Regular visits on at least a monthly basis with housed recipients

- Submission of all housing stability plans in Neighborly
- Case notes in HMIS reflecting monthly visits and all other case updates

**SECTION II - PROJECT MILESTONES**

MILESTONE	ANTICIPATED START DATE	ANTICIPATED DEADLINE
TBRA, SUPPORTIVE SERVICES START DATE	May 1, 2026	N/A
50% OF FUNDS EXPENDED AND 50% OF OUTCOMES	N/A	April 30, 2027
100% OF FUNDS EXPENDED AND 100% OF OUTCOMES	N/A	April 30, 2028

**SECTION III - OUTCOMES**

Tracking Outcome measures will be a tool by which the CITY and the SUBRECIPIENT can measure services delivered and performance under this agreement.

SUBRECIPIENT provides benefits to the citizens of the City of Denton through these outcomes:

- 30 households will be assisted with Tenant-Based Rental Assistance per year.
- 30 households will be assisted with Supportive Services per year.

**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 Eight Hundred Ninety-Six Thousand One-Hundred Nineteen Dollars and Forty-one Cents (\$896,119.41).

<b>Allowable Expenditure</b>	<b>HOME-ARP Amount</b>	<b>HOME Amount</b>
<b>Tenant-Based Rental Assistance (TBRA) (Over 2 years)</b>		
Rental Assistance (Up to 12 months over 24 months)		\$648,104.79
Security Deposit (Maximum two times monthly TBRA contract rent)		
Utility Deposit (For TBRA clients only)		
<b>Supportive Services (Over 3 years)</b>		
Case Management (Staff Salary)	\$248,014.62	
<b>Total</b>	<b>\$248,014.62</b>	<b>\$648,104.79</b>

CITY will disburse funds on a reimbursement basis after receipt of a request for reimbursement submitted by SUBRECIPIENT. SUBRECIPIENT shall submit requests for reimbursement to the CITY monthly. Reimbursement requests must include (list items/backup required with Request for Payment via Neighborly)

**TBRA Reimbursement**

- Client Housing Plan for each client
- Expense Ledger (list of items requesting reimbursement)
- Proof Payment for Check Bank Statement for checks
- Proof of Payment for Credit Card payments
- Executed Lease
- IDIS Setup Newly Assisted
- Income Calculation Worksheet
- Lease Addendum
- Rent Calculation Worksheet
- Rent Reasonableness and Minimum Habitability Standards Checklist documentation
- Rental Agreement between Agency, Tenant, and Landlord
- Request for Unit Approval
- TBRA Application
- Verification of Qualifying Household
- Beneficiary Report Data
- Inspection Report
- Receipt of Lead Based Paint Pamphlet, for pre-1978 unit
- Records of receipts and expenses of Program Income, if any

**Supportive Services Reimbursement**

- Cost Allocation Plan Due by May 31, 2026
- Copy of HUD Timesheet signed by staff member AND supervisor
- Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
- City of Denton Salary Ledger Sheet
- Records of receipts and expenses of Program Income, if any

**Exhibit C**  
**Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Giving Grace, Inc.**

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Grantee

Signed by:  
*Dawn Shapley*  
E98E51E572AF4C9...

CEO

Signature

Title

4/28/2026

Date

**Exhibit D**  
**Tenant-Based Rental Assistance & Supportive Services Program Guidelines**  
**HOME and HOME-ARP Funding**

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An amended Administration Manual will be released periodically, and the newest edition overrides all previous editions. Except where otherwise noted, all amendments to the Administration Manual apply to all awards, regardless of year of funding.

## Overview

This manual outlines the policies pertaining to the HOME and HOME-ARP Tenant-Based Rental Assistance (TBRA) program only. It is the responsibility of the grant subrecipients (also referred to as “Agency” herein) to read, understand, and comply with the HOME Final Rule, 24 CFR Part 92, as well as the documents and notices listed below.

- 24 CFR Part 92
- Consolidated and Annual Action Plans
- HOME and HOME-ARP TBRA Policy Manual
- HUD Notices and Updates for the HOME and HOME-ARP funding
- HOME TBRA Toolkit
- Any other relevant state and federal laws, policies, and regulations not otherwise listed above.

## Qualifying Populations

HOME-ARP funds provide tenant-based rental assistance (HOME-ARP TBRA) and a broad range of supportive services to individuals and families that meet one of the Qualifying Populations defined in the CPD Notice: Requirements for the Use of Funds in the HOME-American Rescue Plan Program (the “Notice”). Subject to compliance with requirements of the Notice.

The Subrecipient shall use the granted HOME Investment Partnerships Grant funds to operate the Tenant-Based Rental Assistance (TBRA) Program in accordance with the rules and regulations of the HOME Investment Partnerships Program (24 CFR Part 92). These guidelines incorporate by reference all requirements stated in the HOME agreement between the Subrecipient and the City. All documents and records related to these Guidelines, the Scope of Services, the HOME Agreement between the City and Subrecipient, and the City’s TBRA policies and procedures must be maintained in the tenant’s file.

HOME-ARP requires that funds be used to primarily benefit individuals and families in the following specified “qualifying populations.” Any individual or family who meets the criteria for these populations is eligible to receive assistance or services funded through HOME-ARP without meeting additional criteria (e.g., additional income criteria). All income calculations to meet income criteria of a qualifying population or required for income determinations in HOME-ARP eligible activities must use the annual income definition in 24 CFR 5.609 in accordance with the requirements of 24 CFR 92.203(a)(1).

HOME-ARP and HOME TBRA funds must be used to primarily benefit individuals or families from the following qualifying populations:

1. Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
2. At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the HUD;
4. In Other Populations where providing supportive services or assistance under section 212(a) of the Act (42 U.S.C. 12742(a)) would prevent the family’s homelessness or would serve those with the greatest risk of housing instability. Veterans and families that include a veteran family member that meet one of the preceding criteria.

The City of Denton has established a preference for households that meet the criteria for Qualifying Population 1, people experiencing literal homelessness.

## **Supportive Services**

HOME-ARP Supportive services may be provided to individuals and families who meet the definition of a qualifying population under Section IV.A of the Notice and who are not already receiving these services through another program. Program participants in other HOME-ARP activities are eligible for supportive services under the Notice in accordance with these policies and procedures. These policies and procedures identify the length of time that program participants may be served by HOME-ARP and HOME TBRA and/or HOME-ARP and HOME rental housing before they will no longer be eligible as a qualifying population for purposes of this section.

## **Eligibility**

- **Part 5 Definition of Annual Income** (commonly known as the Section 8 definition) will be used for determining annual income. The annual income definition is found at 24 CFR Part 5.609. The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.
- **Income Eligibility**: Households must have a gross annual income that does not exceed 60% of the city's area median income (AMI), as published annually by HUD and released by the City, to be eligible for enrollment in the HOME-ARP and HOME TBRA Program. For continued eligibility, households must have a gross annual income that does not exceed 80% of the city's AMI at the annual recertification.
- **Annual Recertification**: The sub-recipient must re-examine the incomes of all program participants annually using source documentation. The sub-recipient must re-evaluate household income, size, and composition and adjust the amount of rental assistance according to the circumstances in effect at the time of recertification. If a household's income exceeds the HOME low-income limit (80% AMI) at reexamination, the household is no longer eligible for the HOME-ARP and HOME TBRA program. The TBRA assistance must be terminated after the sub-recipient gives notice of at least 30 days to the tenant and the landlord. While the rental assistance payments will end at that time, the household's lease cannot be terminated for an increase in income.

## **Use of a Project/Activity Waiting List**

- The Agency may establish a waiting list for each HOME-ARP project or activity. All qualifying individuals or families must have access to apply for placement on the waiting list for an activity or project. Qualifying individuals or families on a waiting list must be accepted in accordance with the Agency's preferences, if any, consistent with this Notice or, if the Agency did not establish preferences, in chronological order, insofar as practicable.

## **Eligible Costs HOME-ARP and HOME TBRA**

HOME-ARP and HOME TBRA funds may be used to provide rental assistance, security deposit assistance, utility deposits, and utility payments to qualifying households. HOME-ARP may pay up to 100% of these costs for a qualifying household.

- **Rental Assistance**: Rental assistance payments may be made on behalf of qualified households for not more than 24 months during any two (2) year period.
  - The amount of the monthly assistance may not exceed the difference between the established payment standard for the unit size and 30 percent of the household's monthly adjusted income.
  - Payments must be paid directly to the rental property owner on behalf of the household.
  - Costs of inspecting the housing and determining income eligibility and assistance level are eligible for reimbursement as either administrative or rental assistance costs.

- Rent Limits: The HOME American Rescue Plan Program (HOME-ARP) uses the same rent limits as the HOME Program. HUD will update rent limits annually.
- Rent Limit for Low-Income Households: For any HOME-ARP units occupied by low-income households, the rent must comply with the rent limitations in 24 CFR Part 92.252(a). The maximum rents are the lesser of:
  - The fair market rent (FMR) for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or
  - A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME-ARP rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions. This is also known as the **high HOME rent limit**.
  - Notwithstanding the foregoing, when a household receives a form of federal tenant-based rental assistance (e.g., housing choice vouchers), the rent is the rent permissible under the applicable rental assistance program (i.e., the tenant rental contribution plus the rent subsidy allowable under the rental assistance program).
  - The rent limits for low-income households apply to the rent plus the utility allowance established pursuant to Section VI.B.13.d of the HOME-ARP Notice.

- Rent Security Deposit Assistance: In accordance with 24 CFR 92.209 (j), the amount of HOME funds provided for a security deposit may not exceed the equivalent of two months' rent for the unit.

Security deposits must be paid directly to a third-party on behalf of the household.

Any portion of the security deposit which is returned at the end of the lease must be returned to the tenant.

- Utility Deposit Assistance: Utility deposit assistance may be provided as an eligible program activity only in conjunction with security deposits and/or rental assistance.

Utility deposit assistance may only be applied to the utilities described in the Denton Housing Authority Utility Allowance schedule or a HUD-approved method for utility allowance.

### **Eligible Services and Costs for HOME-ARP Supportive Services**

HOME-ARP Supportive Services funds may be used for Supportive Services to qualifying individuals or families as a separate activity or in combination with other HOME-ARP activities.

- Eligible Supportive Services: Supportive Services includes services from either of the two following categories defined in Section VI.D of the Notice (Note: Housing Counseling Services are not offered in the City of Denton and therefore are not included as eligible.):
  - McKinney-Vento Supportive Services: McKinney-Vento Supportive Services under HOME-ARP are adapted from the services listed in section 401(29) of the McKinney-Vento Homeless Assistance Act (McKinney-Vento Supportive Services) ([42 U.S.C. 11360\(29\)](#)).
  - Homelessness Prevention Services: HOME-ARP Homelessness Prevention Services are adapted from certain eligible homelessness prevention services under the Emergency Services Grant (ESG) regulations at [24 CFR Part 576](#).
- Eligible Costs of Supportive Services for Qualifying Individuals and Families: HOME-ARP funds may

be used to pay eligible costs associated with the HOME-ARP supportive services activity in accordance with the requirements of the Notice.

- Eligible Costs Associated with McKinney-Vento and Homelessness Prevention Supportive Services:
  - All qualifying households are eligible to receive supportive services under the HOME-ARP supportive services activity. Eligible costs associated with McKinney-Vento supportive services and homelessness prevention supportive services include:

**Self Sufficiency Programs and Supportive Services**

Self Sufficiency Participation: Selected tenants must be willing to participate in a self-sufficiency program and have a reasonable likelihood of successfully achieving housing stability either on their own or through some form of permanent housing subsidy. The household’s failure to continue participation in the self-sufficiency program cannot be ground for terminating the assistance, but renewal of the assistance can be conditioned on participation in the program. Agency may not require persons with disabilities to participate in medical or disability-related services as a part of a self-sufficiency program. Agreements for self-sufficiency services must be in a separate agreement signed by the agency and the participant

Applicants must describe the Self-Sufficiency Plan for the TBRA program. The Self-Sufficiency Plan must contain information about transition of tenants towards self-sufficiency, and towards obtaining permanent housing (either assisted or unassisted) before the end of the 24-month term of assistance to the household.

Self-Sufficiency Plans may include, but are not limited to:

- Mental health care
- Job training
- Household finance
- Substance abuse counseling
- Securing day care to enable a household member to work

Agency is expected to complete the following:

- Submit all housing stability plans in Neighborly
- Complete case notes in HMIS reflecting updates on housing stability plans

**QUICK REFERENCE PROGRAMS & ELIGIBLE ACTIVITIES**

<b>Tenant-Based Rental Assistance (TBRA)</b>	
Financial Assistance	
○	<b>Rental Assistance</b> - Up to 12 months over 24 months
○	<b>Security Deposit</b> - Maximum two (2) times monthly contract rent
<b>Supportive Services</b>	
Financial Assistance	
○	Utility Deposits - Gas, Electric, Water, & Sewer
Eligible Activities	

- Case Management
  - Conducting the initial evaluation, including verifying and documenting eligibility, for individuals and families applying for supportive services
  - Developing, securing, and coordinating services
  - Using Coordinated Entry
  - Obtaining federal, state, and local benefits
  - Monitoring and evaluating program participant progress
  - Providing information and referrals to other providers
  - Developing an individualized housing and service plan, including planning a path to permanent housing stability
  - Conducting re-evaluations of the program participant's eligibility and the types and amounts of assistance the program participant needs

- The costs of homelessness prevention services are only eligible to the extent that the assistance is necessary to help program participants regain stability in their current permanent housing or move into other permanent housing to achieve stability in that housing.
- Agency must document and report to City all eligible costs as McKinney-Vento supportive services to an individual or family in a qualifying population, homelessness prevention services, or Housing Counseling.

#### **TBRA Ineligible Activities**

- Program funds may not be used to assist a resident owner of a cooperative or mutual housing unit when that resident is recognized by state law as a homeowner.
- Program funds may not be used to prevent the displacement of tenants from projects assisted with HOME Rental Rehabilitation Program funds.
- TBRA cannot be used to duplicate another form of assistance. For instance, if a tenant receives a rental subsidy that lowers their rent to 30% of their adjusted income, such as a Housing Choice Voucher, they cannot receive additional HOME-ARP and HOME TBRA.
- Program funds cannot be used to pay for the down payment in a lease-purchase program, although it may be used as a rental subsidy.
- Program funds cannot be provided to homeless persons for overnight or temporary shelters, as a valid lease is required for program enrollment.
- Program funds cannot be provided for utility payment assistance, rental application fees, moving costs and rental arrears.

#### **Supportive Services Ineligible Activities**

Under HOME-ARP financial assistance cannot be provided to a program participant who is receiving the same type of assistance through other public sources. Financial assistance also cannot be provided to a program participant who has been provided with replacement housing payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 USC 4601 et seq.) and its implementing regulations at 49 CFR part 24, or Section 104(d) of the Housing and Community Development Act of 1974 (42 USC 5304(d) and its implementing regulations at 24 CFR part 42, during the period of time covered by the replacement housing payments.

#### **Project Requirements:**

- Portability of Assistance: Agency may require the HOME-ARP and HOME TBRA assisted household

to use the assistance within the Agency's boundaries or may permit the household to use the assistance outside its boundaries as outlined at [24 CFR 92.209\(d\)](#). **Term of Rental Assistance Contract:** The Agency must determine the maximum term of TBRA assistance contracts and whether contracts will be renewable based on the maximum subsidy amount set by HOME-ARP and HOME.

- **Maximum Subsidy:** Agency may provide up to 100 percent subsidy for rent, security deposit payments, and utility bills. The maximum subsidy each household can receive is 24 months over a 36-month period. Agency must establish a policy within the first 60 days from the start date of the service agreement for determining the amount of financial assistance each household will receive to clearly demonstrate a consistent process based on income limits of HOME-ARP and HOME requirements.
- **Rent Reasonableness:** The Agency must determine and document whether the rent is reasonable in comparison to rent for other comparable unassisted units according to HUD rent reasonableness standards and must disapprove a lease if the rent is not reasonable. **Housing Quality Standards:** Housing occupied by a household receiving TBRA must comply with all housing quality standards required at [24 CFR 982.401](#) (or successor inspection standards issued by HUD) unless the tenant is residing in a HOME unit, in which case the Agency may defer to initial and ongoing inspection standards for the housing.
  - **Inspections:** Inspections must be conducted and documented **at least 48 hours prior to signing a lease** for move in and annually during the term of the TBRA assistance. For households receiving one-time security deposit assistance, a unit inspection is required only at the time that assistance is provided. Agency must utilize form HUD-52580-A Inspection Form or form HUD-52580 Inspection Checklist to determine whether the unit passes or fails Housing Quality Standards. The Agency must retain a copy of the form in the participant file.

While the City does not require that landlords be informed in advance of inspections of their units, Agency may want to discuss this requirement with landlords at the time of lease execution, since forming a positive working relationship with landlords is instrumental to the success of this program. A sample inspection letter is included on the TBRA web page. A unit may fail an HQS inspection for the following common reasons: outlets not working properly, exhaust fans not working, broken windowpanes, windows that do not lock, leaking pipes or faucets, major holes in wall, etc.

If a unit fails inspection, the inspection form will contain comments detailing the areas that failed to meet HQS standards and will prescribe the necessary repairs needed to pass inspection. If the landlord is willing to repair the items listed, they will need to submit an affidavit detailing all the repairs that were completed. The owner is responsible for completing all repairs and the subrecipient must re-inspect the unit and verify completion. A participant cannot receive TBRA until the landlord corrects all issues noted in the inspection report and the sub-recipient has re-inspected and approved the unit.

- **Lead Based Paint Visual Assessment:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. Agencies should ensure that the owners of any units that would be occupied by households receiving TBRA provide the required lead-based paint disclosures and lease addenda.
- **Fair Housing:** Protected Classes and Prohibited Activities under Fair Housing and HUD's Equal Access Rule
  - Agencies and the owner or agents of the owner shall not discriminate in the provision of housing on

the basis of race, color, sex, national origin, religion, familial status, or disability [the seven protected classes under the Fair Housing Act]. Nondiscrimination means that owners cannot refuse to rent a unit, provide different selection criteria, fail to allow reasonable accommodation or modifications, evict, or otherwise treat a tenant or applicant in a discriminatory way based solely on that person's inclusion in a protected class. Owners may not engage in steering, segregation, false denial of availability, denial of access to services or amenities, discriminatory advertising, or retaliation against individuals that make fair housing complaints.

- Effective March 5, 2012, all HUD funded properties (including HOME/CDBG/CDBG-D/NSP funding) are subject to the rule entitled "Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity." According to this rule, HUD-assisted properties must make housing available without regard to actual or perceived sexual orientation, gender identity, or marital status. Additionally, HUD-assisted housing providers are prohibited from inquiring about the sexual orientation or gender identity of applicants and occupants for the purpose of determining eligibility for housing. For purposes of this rule, the term "gender identity" means actual or perceived gender-related characteristics and the term "sexual orientation" means homosexuality, heterosexuality, or bisexuality.
- Property owners & managers must allow persons with disabilities to make reasonable modifications (structural changes) so that they can fully enjoy their homes. Also, property owners and managers must allow reasonable accommodation (flexibility in rules and policies) so that persons with disabilities may fully enjoy their homes.

#### Required Actions

- All subrecipients should be familiar with both state and federal civil rights and fair housing laws. The City strongly encourages subrecipients to provide Fair Housing and Equal Opportunity training for all staff, including maintenance staff, associated with any property. Staff should attend a Fair Housing and Equal Opportunity training at least once every calendar year.
- All participant selection plans must acknowledge that the program follows the Fair Housing Act's nondiscrimination requirements. In addition, tenant signed forms must include the Fair Housing and Equal Opportunity logos below.
- Violence against Women Reauthorization Act of 2013 (VAWA)
  - Notification of Occupancy Rights under VAWA and Certification Form The sub-recipient must ensure that notice of occupancy rights which is set forth in Form HUD 5380 is provided to each of its applicants and to each of its tenants. The sub-recipient must provide the certification form set forth in Form HUD 5382 to the applicant for a HOME-assisted unit at the time the applicant is admitted to a HOME-assisted unit or denied admission to a HOME-assisted unit based on the sub recipient's participant selection policies and criteria. The sub-recipient must also provide the notice of occupancy rights and the certification form with any notification of eviction.
  - Lease Addendum: The lease addendum incorporates all of the requirements that apply to the owner under 24 CFR part 5, subpart L, and 24 CFR 92.359(e), including the prohibited bases for eviction and restrictions on construing lease terms under 24 CFR 5.2005(b) and (c). The City lease addendum also states that the tenant may terminate the lease without penalty if the City determines that the tenant has met the conditions for an emergency transfer under 24 CFR 5.2005(e).
  - Emergency Transfers: The sub-recipient must use and implement the emergency transfer plan set forth in Form HUD-5381 and must make the determination of whether a tenant qualifies for an emergency transfer under the plan. The sub-recipient may provide Form HUD -5383 to a tenant that is requesting an emergency transfer. With respect to tenants who qualify for an emergency transfer and who wish to make an external emergency transfer when a safe unit is not immediately

available, the sub-recipient must provide a list of properties in the jurisdiction that include HOME-assisted units. The list must include the following information for each property: The property's address, contact information, the unit sizes (number of bedrooms) for the HOME-assisted units, and, to the extent known, any tenant preferences or eligibility restrictions for the HOME-assisted units. In addition, the sub-recipient may:

- Establish a preference under the sub recipient's HOME program for tenants who qualify for emergency transfers under 24 CFR 5.2005(e); and
  - Coordinate with victim service providers and advocates to develop the emergency transfer plan, make referrals, and facilitate emergency transfers to safe and available units.
- No person may deny assistance, tenancy, or occupancy rights to HOME-assisted housing to a tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. Notwithstanding the foregoing, the sub-recipient and/or manager of HOME-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. The sub- recipient and or manager of HOME-assisted housing must provide any remaining tenants with an opportunity to establish eligibility and a reasonable time to find new housing or to establish eligibility.
- Confidentiality of Tenant Information Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking: The sub-recipient shall ensure that any information submitted to the sub-recipient and or staff of HOME-assisted housing including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is:
- Requested or consented to by the individual in writing.
  - Required for use in an eviction proceeding against any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking; or
  - Otherwise required by applicable law.
- Remedies Available To Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking: The sub-recipient may bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual:
- ♦ Without regard to whether the household member is a signatory to the lease; and
  - ♦ Without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant.

A lease bifurcation shall be carried out in accordance with any requirements or procedures as may be prescribed by Federal, State, or local law for termination of assistance or leases. If a household

who lives in a HOME-assisted rental unit separates under 24 CFR 5.2009(a), the remaining tenant(s) may remain in the HOME-assisted unit.

- Limitations of VAWA Protections: VAWA, as applied in this Agreement, does not limit the authority of the sub-recipient, when notified of a court order, to comply with a court order with respect to:
  - The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
  - The distribution or possession of property among members of a household.

VAWA as applied in this Agreement does not limit any available authority of the sub-recipient to evict a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. However, the sub-recipient must not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

VAWA, as applied in this Agreement, does not limit any available authority of the sub-recipient to terminate assistance to or evict a tenant under a covered housing program if the sub-recipient can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the Project would be present if that tenant or lawful occupant is not evicted or terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat” in 24 CFR 5.2003.

Any eviction or termination of assistance should be utilized by the sub-recipient only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns.

- HUD 5381: Model Emergency Transfer Plan. The owner must create a model plan specific to each project. The plan must be made available for review by tenants and by CNCS.
- HUD 5382: Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking. This form is to be used by tenants as a self-certification form. A copy must be attached any time the HUD 5380 is distributed.
- HUD 5383: Emergency Transfer Request. This form is used by tenants to request a transfer under VAWA.

### **Oversight and Management**

- Rental Assistance Contract: TBRA will be provided by the Agency directly to the qualifying household pursuant to a rental assistance contract with (1) the Agency (2) an owner that leases a unit to a qualifying household; and (3) the qualifying household.
- Rental Lease: Agency must require and verify that there is an executed lease between the qualifying household and the owner of the rental unit that complies with tenant protection requirements in accordance with 24 CFR 92.253(a).
- Oversight of Eligible Costs: All supportive service costs paid for by HOME-ARP must comply with

the requirements of the Notice and Uniform Administrative Requirements at 2 CFR part 200, subpart E, Cost Principles that require costs be necessary and reasonable.

- Affirmative marketing and MBE/WBE records: Agency must keep records demonstrating compliance with the affirmative marketing procedures and requirements of 24 CFR 92.351 and this Notice.
  - Agency must provide City with documentation and data on the steps taken to implement the jurisdiction's outreach programs to minority-owned (MBE) and female-owned (WBE) businesses including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with HOME-ARP and HOME funds; the amount of the contract or subcontract, and documentation of participating jurisdiction's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
- Confidentiality Requirements: All entities assisted by HOME-ARP and HOME funds must develop, implement, and maintain written procedures to require that:
  - All records containing personally identifying information of any individual or family who applies for and/or receives HOME or HOME-ARP assistance will be kept secure and confidential.
  - The address or location of any HOME and HOME-ARP rental housing exclusively for individuals fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as necessary where making the address or location public does not identify occupancy of the HOME-ARP and HOME rental housing, when necessary to record use restrictions or restrictive covenants in accordance with the Notice Section VI.B or VI.E, or with written authorization of the person or entity responsible for the operation of the NCS or HOME-ARP rental housing; and
  - The address or location of any program participant that is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be made public, except as provided under a privacy policy of the Agency consistent with state and local laws and any other grant conditions from other federal grant programs regarding privacy and obligations of confidentiality.
- Documenting status of a qualifying population that is fleeing or attempting to flee domestic violence, dating violence, stalking, sexual assault, or human trafficking:
  - If an individual or family qualifies because the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking then acceptable evidence includes an oral or written statement by the qualifying individual or head of household seeking assistance that they are fleeing that situation. An oral statement may be documented by either:
    - ◆ A written certification by the individual or head of household; or
    - ◆ A written certification by a victim service provider, intake worker, social worker, legal assistance provider, health-care provider, law enforcement agency, legal assistance provider, pastoral counselor, or an intake worker in any other organization from whom the individual or family sought assistance.
  - The written documentation need only include the minimum amount of information indicating that the individual or family is fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking and need not include any additional details about

the conditions that prompted the individual or family to seek assistance.

- **Corrective and Remedial Actions:** Corrective or remedial actions for a performance deficiency (e.g., failure to meet a provision of this Notice or an applicable provision of 24 CFR Part 92) will be designed to prevent a continuation of the deficiency; mitigate, to the extent possible, its adverse effects or consequences; and prevent its recurrence. The City or HUD may impose corrective or remedial actions including but not limited to the following:
  - The City or HUD may instruct the Agency to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency
  - The City and HUD may also:
    - Change the method of payment from an advance to a reimbursement basis and may require supporting documentation to be submitted to the City or HUD review for each payment request before payment is made.
    - Determine the Agency to be high risk and impose special conditions or restrictions on the use of HOME-ARP and HOME funds in accordance with 2 CFR 200.208; and
    - Take other remedies that may be legally available, including remedies under 2 CFR 200.339 and 200.340.
- **Termination of Assistance:** The Agency may terminate assistance to a program participant who violates program requirements or conditions of occupancy or no longer needs the services as determined by the Agency. Termination under this section does not bar the Agency from providing further assistance at a later date to the same individual or family under this Notice.
  - **Due process:** The Agency must establish policies and procedures for termination of assistance to program participants within the first 60 days from the start date of the service agreement. In terminating assistance to a program participant, the Agency must provide a formal process that recognizes the rights of individuals receiving assistance under the due process of law. This process, at a minimum, must consist of:
    - Providing the program participant with a written copy of the program rules and the termination process before the participant begins to receive assistance.
    - Written notice to the program participant containing a clear statement of the reasons for termination.
    - A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - Prompt written notice of the final decision to the program participant.

During this process, the Agency must provide effective communication and accessibility for individuals with disabilities, including the provision of reasonable accommodation. Similarly, the Agency must provide meaningful access to persons with limited English proficiency. Agency must provide written notice of termination of assistance to the City prior to the effective date of termination.

### **TBRA Environmental Clearance**

- All TBRA activities require Environmental Clearance

- HOME Program TBRA activities are subject to federal environmental regulations at 24 CFR Part 58
- All applicable environmental review procedures and written notice of environmental clearance are mandatory and must be completed BEFORE inspection of a rental property.

### **Monthly Request for Reimbursement**

Funds are disbursed on a reimbursement basis through claims submitted to the City. Sub-recipients must submit requests for reimbursement to the CITY monthly. Reimbursement requests must include (list items/backup required with Request for Payment via Neighborly)

#### Assistance Reimbursement

- Client Housing Plan for each client
- Expense Ledger (list of items requesting reimbursement)
- Proof Payment for Check Bank Statement for checks
- Proof of Payment for Credit Card payments
- Executed Lease
- IDIS Setup Newly Assisted
- Income Calculation Worksheet
- Lease Addendum
- Rent Calculation Worksheet
- Rent Reasonableness and Minimum Habitability Standards Checklist documentation
- Rental Agreement between Agency, Tenant, and Landlord
- Request for Unit Approval
- TBRA Application
- Verification of Qualifying Household
- Beneficiary Report Data
- Environmental Inspection Report
- Receipt of Lead Based Paint Pamphlet, for pre-1978 unit

#### Salary Reimbursement

- Cost Allocation Due by May 31, 2026
- Copy of HUD Timesheet signed by staff member AND supervisor
- Copy of Paystub with payroll detail. Payroll register accepted if provided by third party vendor.
- City of Denton Salary Ledger Sheet

### **Records and Document Retention**

Pursuant to 24 CFR 92.508, the records must be retained for each household served by the HOME-ARP and HOME TBRA program for five years after the period of rental assistance terminates. HUD and the Comptroller General of the United States, any of their representatives, have the right of access to any pertinent books, documents, papers or other records of the participating jurisdiction, state recipients, and subrecipients, in order to make audits, examinations, excerpts, and transcripts.

### **Monitoring**

The CITY will perform program compliance checks throughout the program year by reviewing monthly reports, draw requests, and other information.

A more thorough monitoring of the program will also occur. The monitoring review may be done remotely or in person. At least three weeks of notice will be given to the recipient before monitoring begins so that the recipient can prepare using a monitoring checklist. The checklist will contain a list of areas that will be reviewed and documents that will need to be made available at the time of monitoring.

Upon completion of a monitoring review, the City will send a letter detailing all concerns and findings

discovered during the review. The letter will be sent within 30 calendar days of the monitoring unless an investigation of findings requires more time. If there are findings or concerns discovered, the letter will request the recipient to submit a specific resolution or correction within a certain period of time.

Significant deficiencies in program files or other record keeping that are found during monitoring will result in required Plans of Corrective Action with possible loss of funds or repayment to the City.

**Close Out**

A final close-out report must be submitted to The City within 30 days after the award expires. The CITY will provide a form on which Agency will record information regarding their award performance. All reports must be submitted as requested by the City for the Agency to remain eligible for future HUD funds.