

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF DENTON AND THE THE SALVATION ARMY, A GEORGIA CORPORATION FOR THE PAYMENT AND USE OF NONPROFIT CAPACITY SUPPORT GRANT FUNDING; PROVIDING FOR THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$79,156; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton has received Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act to provide support to State territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the nonprofit sector faced significant challenges in covering operating costs as a result of the Coronavirus public health emergency and the measures taken to contain the spread of the virus; and

WHEREAS, grants to nonprofits to mitigate the financial hardship or impacts suffered during the COVID pandemic is an eligible expense under SLFRF; and

WHEREAS, the City developed the Nonprofit Capacity Support Grant program to support applicants who demonstrate a direct impact to programing due to COVID-19 and to assist them in sustaining operations and programs for services to City of Denton residents with a priority on Human Service programs; and

WHEREAS, the Community Services Advisory Committee of the City has reviewed the application and proposal for sustained services of The Salvation Army, a Georgia Corporation and determined that the Agency meets the eligibility and program requirements for the grant; and

WHEREAS, the Community Services Department is designated as the department responsible for the administration of the Agreement and all matters pertaining thereto; and

WHEREAS, the City Council deems it in the public interest to enter into the Agreement in support of much needed services for Denton residents; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to execute an agreement between the City of Denton and the The Salvation Army, a Georgia Corporation for the payment and use of Nonprofit Capacity Support grant funding, under the terms and conditions contained in the agreement, a copy of which is attached hereto and made a part hereof.

SECTION 2. 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 [\_\_\_ - \_\_\_]:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerard Hudspeth, Mayor:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jessie Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Deb Armintor, At Large Place 5:	_____	_____	_____	_____
Paul Meltzer, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:  
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_  
Digitally signed by Scott Bray  
Date: 2022.03.29 12:17:30 -05'00'

**2022-2023 NONPROFIT CAPACITY SUPPORT GRANT SERVICE AGREEMENT  
BETWEEN THE CITY OF DENTON, TEXAS AND  
THE SALVATION ARMY, A GEORGIA CORPORATION PROVIDING FOR THE PAYMENT AND  
USE OF AMERICAN RESCUE PLAN ACT FUNDING**

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 The Salvation Army, a Georgia Corporation, 1508 E. McKinney Street, Denton, Texas 76202, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan (ARP), was passed on March 11, 2021, providing \$1.9 trillion with funding objectives to support public health response, replace public sector revenue loss, invest in water and sewer infrastructure, address negative economic impacts, offer premium pay for essential workers, and invest in broadband infrastructure; and

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

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

WHEREAS, CITY desires to award qualified non-profits with subawards of SLFRF funds where all compliance requirements for use of SLFRF funds and any and all reporting requirements for expenditures of SLFRF funds apply; and

WHEREAS, CITY has designated the Community Development Division as the division responsible for the administration of this Agreement and all matters pertaining thereto;

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

**1. TERM**

This Agreement shall commence on July 1, 2022, and shall terminate on April 30, 2023, unless sooner terminated in accordance with Section 25 "Termination."

**2. RESPONSIBILITIES**

SUBRECIPIENT hereby accepts the responsibility for the performance of 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. 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 assures and guarantees 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.
- B. The person or persons signing and executing this Agreement on behalf of SUBRECIPIENT, do hereby warrant and guarantee that he, she, or 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 is liable to CITY for 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.
- D. SUBRECIPIENT agrees that the funds and resources provided SUBRECIPIENT under the terms of this Agreement will in no way be substituted for 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:

- (1) Seventy-Nine Thousand One Hundred Fifty-Six Dollars (\$79,156) may be paid to SUBRECIPIENT by CITY, 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.
- (2) SUBRECIPIENT shall submit monthly performance and expenditure reports to CITY pursuant to Section 10 of this Agreement. Upon request by CITY, SUBRECIPIENT shall return to CITY any funds provided for any period for which SUBRECIPIENT has failed to submit the reports required by this Agreement.
- (3) 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.
- (4) SUBRECIPIENT will permit authorized officials of CITY to review its books at any time.
- (5) 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.
- (6) SUBRECIPIENT will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.

- (7) 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.
- (8) SUBRECIPIENT will appoint a representative who will be available to meet with CITY officials when requested.
- (9) SUBRECIPIENT will indemnify and hold harmless CITY, its officers, elected and appointed officials, agents, employees, and contractors from any and all claims and suits arising out of the services or activities of SUBRECIPIENT, its employees, and/or contractors.
- (10) SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.

### **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, US Department of Treasury, 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 pursuant to the Act are amended or revised, it shall comply with them, or notify CITY, as provided in Section 23 of this Agreement.

### **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. 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 Seventy-Nine Thousand One Hundred Fifty-Six Dollars – (\$79,156.00).

- B. The first payment will be made no later than 30 days from the contract date of execution. Payments will be issued as described in Exhibit B.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 Exhibit A, 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.
- H. 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.
- I. The CITY may withhold payment(s) until the appropriate and required reports are received and approved, which approval shall not be unreasonably withheld.
- J. 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 ARP 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 SLFRF allowable uses and expenditure categories as published in the Compliance and Reporting Guidance by the US Department of Treasury.
- 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. SUBRECIPIENT may not expend more than 10% of the funds for any administrative costs.
- D. 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.
- E. 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 or relocation of the facilities on and in which the activities specified in Exhibit A are conducted;
  - c. Any alterations, deletions, or additions to the Budget detail incorporated in Exhibit B;
  - d. Costs or fees for temporary employees or services;
  - e. Any fees or payments for consultant services; and
  - f. Fees for attending out of town meetings, seminars, or conferences.
- F. 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.
- G. The purchase of real property is not an allowable cost under this agreement.

## **9. PROGRAM INCOME**

- A. Generally, 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 SLFRF funds should 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.

## **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 \$750,000 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. 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.

## **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 relating to this Agreement 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 relating to this Agreement 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 Advisory Board, 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 Advisory Board's meetings. Minutes of all meetings of SUBRECIPIENT's advisory Board 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 her 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 comply with all applicable equal employment opportunity and affirmative action laws or regulations. The 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.
- C. 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.
- D. 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 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 Program, with funding received from the United States Department of Treasury.*
- 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 designate may authorize minor amendments to the approved Scope of Work in Exhibit A and 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 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 US Department of Treasury.
  - (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) The commission of an act of bankruptcy.
  - (9) SUBRECIPIENT's violation of any law or regulation to which SUBRECIPIENT is bound or shall be bound under the terms of the 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 provide CITY within 30 days, 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, while also noting 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 SUBRECIPIENT organizations' programs.

- B. Faith based organizations that carry out programs or activities with direct Federal financial assistance from HUD are required to 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;

## **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 list 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 U.S. DEPARTMENT OF Treasury for matters of compliance, will have the final authority to render or to secure an interpretation.
- H. 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.
- I. 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:**  
The Salvation Army, a Georgia Corporation  
Attn: Executive Director/CEO/Commander  
1508 E. McKinney Street  
Denton, Texas 76202

w/ a copy to:  
City Attorney  
215 E. McKinney  
Denton, TX 76201

- J. 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 OF WHICH this Agreement has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF DENTON:**

**THE SALVATION ARMY, A GEORGIA CORPORATION:**

BY: \_\_\_\_\_  
SARA HENSLEY,  
CITY MANAGER

BY: DocuSigned by:  
*James Seiler*  
\_\_\_\_\_  
F187B60D74A14F8...  
TITLE: Treasurer/Trustee

**ATTEST:**

**ATTEST:**

BY: \_\_\_\_\_  
ROSA RIOS,  
CITY SECRETARY

BY: DocuSigned by:  
*Sharon Goodlette*  
\_\_\_\_\_  
215404A7C66848B...  
SECRETARY

**APPROVED AS TO LEGAL FORM:**

BY: DocuSigned by:  
*Scott Bray*  
\_\_\_\_\_  
59757F85914F488...  
MACK REINWAND,  
CITY ATTORNEY

:

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

DocuSigned by:  
*Danielle Shaw*  
\_\_\_\_\_  
0808E12767DF401...  
Signature

Director of Community Services

\_\_\_\_\_  
Title

Community Services

\_\_\_\_\_  
Department

Date Signed: 6/10/2022

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

The Scope of Services under this Agreement shall be as follows:

**SECTION I – SERVICE GOAL**

SUBRECIPIENT assists the City of Denton to meet the public health and economic needs of those impacted by the pandemic, as outlined in the State and Local Fiscal Recovery Funds Final Rule.

SUBRECIPIENT shall provide: The Salvation Army Homeless Shelter & KARE Kitchen, Providing emergency shelter and hot meals. The program will be operated at 1508 E. McKinney Street, Denton, TX, 76209. The Homeless Shelter program will operate Sunday through Saturday from 4 p.m. to 7 a.m., and the KARE Kitchen will operate daily from 6 a.m. to 6:30 a.m. and at 5:30 p.m.

**SECTION II – 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:

- 1,385, Unduplicated City of Denton clients served in shelter and KARE Kitchen programs
- 39% of Emergency Shelter clients transition to Transitional Shelter
- 75% of Transitional Shelter clients transition into permanent housing

**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 Seventy-Nine Thousand One Hundred Fifty-Six Dollars (\$79,156.00).

<b>Allowable Expenditure</b>	<b>Amount</b>
Administration (10% maximum)	\$7,196
Security; Cleaning	\$71,960
<b>Total</b>	<b>\$ 79,156.00</b>

SUBRECIPIENT will receive payments on the following schedule:

1. Payment will be made no later than 30 days from the contract date of execution and will equal 100% of the fixed contract amount

Expenditure and Performance Reports must be submitted monthly through the term of the agreement and include:

1. Client list with unique identifier served by funding including client addresses and verification of income certification.
2. Copy of timesheet signed by staff member and supervisor paid with funding.
3. Copy of paystub with payroll detail for staff member(s) paid with funding. Payroll register accepted if provided by third party vendor.
4. Copy of invoice for purchases made with funding.
5. Proof of payment (copy of check and/or receipt showing paid) for purchases made with funding.

**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.

**The Salvation Army, a Georgia Corporation**

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Grantee

DocuSigned by:  
*James Seiler*

Treasurer/Trustee

Signature

Title

6/21/2022

Date