

ORDINANCE NO. 22-876

AN ORDINANCE OF CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY AND DENTON COUNTY FRIENDS OF THE FAMILY TO PROVIDE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR PRE-DEVELOPMENT COSTS FOR THE CONSTRUCTION OF THE FAMILY JUSTICE CENTER IN DENTON, TEXAS; AUTHORIZING THE EXPENDITURE OF FUNDS NOT TO EXCEED \$402,327.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received funds from the U.S. Department of Housing and Urban Development under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City Council approved the 2021 Action Plan for Housing and Community Development (“2021 Action Plan”) which includes an authorized budget expenditure of Community Development Block Grant (“CDBG”) funds; and

WHEREAS, on April 19, 2022 by Ordinance number 22-585, City Council approved a substantial amendment to the 2021 Action Plan for Housing and Community Development to reallocate \$402,327 of unexpended CDBG funding to the Denton County Friends of the Family for predevelopment costs for the construction of the Family Justice Center in Denton, Texas to provide emergency shelter, transitional housing, and supportive services to assist those impacted by rape, sexual abuse, and domestic violence; and

WHEREAS, the U.S. Department of Housing and Urban Development has approved City’s substantial amendment to the 2021 Action Plan for Housing and Community Development for this project; and

WHEREAS, the City Council deems it in the public interest to enter into an agreement for CDBG funding in support of construction of the Family Justice Center in Denton, Texas to provide public services and transitional housing to victims of domestic violence as a much-needed service for Denton residents; and .

WHEREAS, CITY has designated Community Services as the department responsible for the administration of this Agreement and all matters pertaining thereto; 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 is hereby authorized to execute the attached Agreement between the City of Denton and Denton County Friends of the Family to provide affordable housing noted therein.

SECTION 3. The City Council hereby authorizes the City Manager to expend funds in the manner and amount specified in the Agreement, not to exceed \$402,327.00, and to take any other actions necessary to complete the City's 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 [___ - ___]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, 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: 2022.06.01 10:51:44
-05'00'

**AGREEMENT BETWEEN THE CITY OF DENTON
AND DENTON COUNTY FRIENDS OF THE FAMILY**

This Agreement is made and 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 Denton County Friends of the Family Inc., P.O. Box 640 Denton, TX 76201, a Texas non-profit corporation, hereinafter referred to as SUBRECIPIENT.

WHEREAS, the City received funds from the U.S. Department of Housing and Urban Development under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City Council approved the 2021 Action Plan for Housing and Community Development (“2021 Action Plan”) which includes an authorized budget expenditure of Community Development Block Grant (“CDBG”) funds; and

WHEREAS, on April 19, 2022 by Ordinance number 22-585, City Council approved a substantial amendment to the 2021 Action Plan for Housing and Community Development to reallocate \$402,327 of unexpended CDBG funding to the Denton County Friends of the Family for predevelopment costs for the construction of the Family Justice Center in Denton, Texas to provide emergency shelter, transitional housing, and supportive services to assist those impacted by rape, sexual abuse, and domestic violence; and

WHEREAS, the U.S. Department of Housing and Urban Development has approved City’s substantial amendment to the 2021 Action Plan for Housing and Community Development for this project; and

WHEREAS, it is in the public interest for City to enter into an agreement to provide Denton County Friends of the Family with CDBG funding in support of construction of the Family Justice Center in Denton, Texas to provide public services and transitional housing to victims of domestic violence as a much-needed service for Denton residents; and

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

1. TERM

This Agreement shall commence on or as of June 1, 2022, and shall terminate on May 30, 2023, unless sooner terminated in accordance with Section 25 “Termination.”

2. RESPONSIBILITIES

- A. The CITY’s Community Development Manager will be CITY’s representative responsible for the administration of this Agreement.
- B. 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. SUBRECIPIENT’s executive officer shall be SUBRECIPIENT’s representative responsible for the management of all contractual matters

pertaining hereto, unless written notification identifying an alternative representative is received from SUBRECIPIENT and approved by CITY.

- C. SUBRECIPIENT certifies that the activities carried out with Community Development Block Grant (“CDBG”) funds shall meet the CDBG program’s National Objective of benefitting low and moderate-income persons. Beneficiaries of the activities to be provided hereunder must reside in the City of Denton and SUBRECIPIENT shall provide services to persons whose income is equal to or lower than 80% of the area median income of the Dallas standard metropolitan statistical area. To accomplish this, the SUBRECIPIENT shall use the applicable income limits published by HUD for lower income housing assistance under Section 8 of the United States Housing Act of 1937 and updated by HUD annually. SUBRECIPIENT must use the most current HUD Income limits. Income eligibility shall be determined by the sum of the gross income of all individuals residing in the household. Services must be provided directly to or on behalf of specific identified eligible clients. Eligibility documentation must be included in each client’s file and updated annually, or services must be provided to a clientele that is within a “presumed benefit” category as specified in 24 CFR 570.208.

3. OBLIGATIONS

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

- A. **Limit of Liability.** CITY will reimburse SUBRECIPIENT for expenses incurred pursuant to and in accordance with the Project Budget attached hereto as Exhibit B 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 Four-Hundred and Two-Thousand Three-Hundred Twenty-Seven dollars (\$402,327).
- B. **Measure of Liability.** In consideration of the full and satisfactory completion of services and activities hereunder by SUBRECIPIENT and receipt of a requisition for payment with appropriate documentation of expenditures, CITY shall make payments to SUBRECIPIENT based on the Budget in Exhibit B, subject to the limitations and provisions set forth in this Section and Section 7 of this Agreement. 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.
- (1) The parties expressly understand and agree that CITY’s obligations under this Section are contingent upon the actual receipt of adequate CDBG 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) has not been billed to CITY within 90 calendar days following billing to SUBRECIPIENT, or termination of the Agreement, whichever date is earlier; or
 - (e) is not an allowable cost as defined by Section 10 of this Agreement or the project budget.
- (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 the Agreement will revert to the City of Denton CDBG budget for use on alternative projects.
- C. SUBRECIPIENT'S Obligations. In consideration of the receipt of funds from the CITY, the SUBRECIPIENT agrees to the following terms and conditions:
- (1) Four-Hundred and Two-Thousand Three-Hundred Twenty-Seven (\$402,327) may be paid to SUBRECIPIENT by CITY, and the only expenditures reimbursed from these funds shall be those in accordance with the Project Budget, Exhibit B, for those expenses listed in the Scope of Services as provided herein. SUBRECIPIENT shall not utilize these funds for any other purpose.
 - (2) SUBRECIPIENT will establish, operate, and maintain an accounting system for these funds that will allow for tracing of funds and a review of the financial status of the project. The system will be based on generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants.
 - (3) SUBRECIPIENT will permit authorized officials of the City to review its books at any time.
 - (4) 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.
 - (5) SUBRECIPIENT will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.
 - (6) 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 Manager for further direction.
 - (7) SUBRECIPIENT will appoint a representative who will be available to meet with CITY officials when requested.
 - (8) SUBRECIPIENT will indemnify and hold harmless CITY, its officers, and employees, from any and all claims and suits arising out of the activities of SUBRECIPIENT, its employees, and/or contractors.
 - (9) SUBRECIPIENT will submit to CITY copies of year-end audited financial statements.

4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

- A. SUBRECIPIENT understands that funds provided to it pursuant to this Agreement are funds which have been made available to CITY by the Federal Government (U.S. Department of Housing and Urban Development) under the Housing and Community Development Act of 1974, as amended, in accordance with an approved Grant Application and specific assurances. Accordingly, SUBRECIPIENT assures and certifies that it will comply with the requirements of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended and with regulations promulgated thereunder and codified at 24 CFR 570. The foregoing is in no way meant to constitute a complete compilation of all duties imposed upon SUBRECIPIENT by law or administrative ruling or to narrow the standards which SUBRECIPIENT must follow.
- B. SUBRECIPIENT shall comply with all applicable federal laws, laws of the State of Texas, and ordinances of the City of Denton.
- C. SUBRECIPIENT agrees to abide by the conditions of and comply with the requirements of 24 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- D. 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.
- E. SUBRECIPIENT is required to comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, 570.505, and 24 CFR 570 subpart K with the exceptions noted below:
 - (1) SUBRECIPIENT does not assume CITY'S environmental responsibilities described at CFR 570.604; and
 - (2) SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- F. SUBRECIPIENT shall give the CITY, HUD, the Comptroller General of the United States, the Auditor of the State of Texas, and any authorized representative, access to and the right to reproduce all records belonging to or in use by SUBRECIPIENT. SUBRECIPIENT agrees to abide by the conditions of this Agreement and all other applicable Federal, state, and local laws and regulations such as the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours Safety Standards Act, the Copeland "Anti-Kickback Act" (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c).
- G. SUBRECIPIENT will work with CITY to obtain and maintain documentation of compliance. Upon written request by the CITY, SUBRECIPIENT will obtain the services of a consultant to monitor the contractor's compliance with these requirements.
- H. SUBRECIPIENT agrees to comply with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement and agrees that these provisions shall also be binding on any of the SUBRECIPIENT'S subcontractors. SUBRECIPIENT certifies that no contractual or other disability exists which would prevent compliance with these requirements. SUBRECIPIENT further agrees to include a statement in all subcontracts requiring compliance with Section 3 and requiring subcontractors, to the greatest extent feasible, to provide opportunities for training and employment to low and moderate-income individuals that are residents of the project area. Upon written request of the CITY, SUBRECIPIENT will obtain the services of a consultant to monitor the general contractor's compliance with the Section 3 requirements.

- I. SUBRECIPIENT shall not use funding under this Agreement to influence the outcome of elections or the passage or defeat of any legislative measures.
- J. SUBRECIPIENT will comply with the Federal procurement standards at 2 CFR 200 Subpart D – Post Federal Award Requirements.
- K. SUBRECIPIENT Agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b): (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and 9(c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

5. 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 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.

6. PERFORMANCE BY SUBRECIPIENT

SUBRECIPIENT will provide, oversee, administer, and carry out activities and services set out 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 Community Development Manager.

7. PAYMENTS

- A. Payments to SUBRECIPIENT. The CITY shall pay to SUBRECIPIENT a maximum amount of money not to exceed Four-Hundred and Two-Thousand Three-Hundred Twenty-Seven dollars (\$402,327) for activities carried out under this Agreement. The CITY will pay these funds on a reimbursement basis to SUBRECIPIENT within twenty days after CITY has received supporting documentation of eligible expenditures. Documentation of expenditures must be submitted to the Community Development office by dates required.

SUBRECIPIENT's failure to provide information on a timely basis may jeopardize present or future funding. The project must be completed, and all payments requested on or before May 1, 2023 the term of the Agreement. No additional payments will be made if the work is not completed and the payment request(s) with appropriate documentation is not received by May 1, 2023.

- B. Funds are to be used for the sole purpose of carrying out the activities 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, the U.S. Department of Housing and Urban Development, 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 that it received from CITY and that it has 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 Exhibit A, CITY hereby reserves the right to reappropriate 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.

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.

8. 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 are 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.
- H. SUBRECIPIENT agrees to execute a lien that will be placed on the property improved with CDBG funds. The lien will be placed at construction completion. The lien will name CITY as the primary beneficiary for a period not to exceed ten years.

9. 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 Community Development Manager 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 receivable, 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.
 - (6) Enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of CITY prior to the execution of such an agreement or subcontract.
- B. SUBRECIPIENT agrees, upon written request by CITY, to require its employees to attend training sessions sponsored by the Community Development department.

10. ALLOWABLE COSTS

- A. 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.
- B. CITY shall not be obligated to any third parties, including any contractors or subcontractors of SUBRECIPIENT, and CITY funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.

- C. 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:
 - (1) Any alternations, deletions, or additions to the Project Budget incorporated in Exhibit B.
 - (2) Any fees or payments for consulting services.
- D. 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, equipment, or real 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.

11. PROGRAM INCOME

- A. For purposes of this Agreement, Program Income means earnings of SUBRECIPIENT realized from activities resulting from this Agreement or from SUBRECIPIENT's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental or lease fees, income produced from contract-supported services of individuals or employees, or from the use or sale of equipment or facilities of SUBRECIPIENT provided as a result of this Agreement, and payments from clients or third parties for services rendered by SUBRECIPIENT under this Agreement.
- 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 CFR, Section 570.504.
- C. SUBRECIPIENT shall include this Section in its entirety in all of its subcontracts 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. Recording Program Income. The receipt and expenditure of program income as defined in Section 570.500(a) shall be recorded as part of the financial transactions of the grant program.
- F. Disposition of Program Income Received by Recipients.
 - (1) Program income received before grant closeout may be retained by the recipient if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
 - (2) If the recipient chooses to retain program income, that income shall affect withdrawals of grant funds from the U.S. Treasury as follows:
 - (a) Program income in the form of repayments to, or interest earned on, a revolving fund as defined in Section 570.500(b) shall be substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same activity. (This rule does not prevent a lump sum disbursement to finance

the rehabilitation of privately owned properties as provided for in Section 570.513.)

- (b) Substantially all other program income shall be disbursed for eligible activities before additional cash withdrawals are made from the U.S. Treasury.
- (3) Program income on hand at the time of closeout shall continue to be subject to the eligibility requirements in Subpart C and all other applicable provisions of this part until it is expended.
- (4) Unless otherwise provided in any grant closeout agreement, and subject to the requirements of this section, income received after closeout shall not be governed by the provisions of this part, except that, if at the time of closeout, the recipient has another ongoing CDBG grant received directly from HUD, funds received after closeout shall be treated as program income of the ongoing grant program.
- (5) If the recipient does not have another ongoing grant received directly from HUD at the time of closeout, income received after closeout from the disposition of real property or from loans outstanding at the time of closeout shall not be governed by the provisions of this part, except that such income shall be used for activities that meet one of the national objectives in Section 570.208 and the eligibility requirements described in Section 105 of the Act.

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, and attached hereto, 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, and the regulations at 24 CFR Part 570 as applicable including, Title 24 CFR Sections 570.502 (b), 570.504, and 570.506 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 ten 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, HUD, or any of their authorized representatives, all of its records and shall permit CITY, HUD, 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. 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 beneficiary and financial reports to CITY no less than once every three months beginning with the start of the agreement. The beneficiary 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 beginning 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 receives and/or 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.

14. 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 provisions of this Agreement which are attached hereto.
- B. SUBRECIPIENT agrees to cooperate fully with CITY and to 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. 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.
- 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 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 SUBRECIPIENT.
- G. SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

15. 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.

16. INSURANCE

- A. SUBRECIPIENT shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.
- B. The premises on and in which the activities described in Exhibit A are conducted, and the employees conducting these 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 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), 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:

- (1) Include policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel; and
- (2) Be in writing; and
- (3) 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 which 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 under 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

Where such action is appropriate, SUBRECIPIENT shall publicize the activities conducted by SUBRECIPIENT under this Agreement. In any news release, sign, brochure, or other advertising medium, disseminating information prepared or distributed by or for SUBRECIPIENT, the advertising medium shall state that the U.S. Department of Housing and Urban Development's Community Development Block Grant Program funding through the City of Denton has contributed to make the project possible.

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. SUBRECIPIENT will submit revised budget and program information whenever the level of funding for SUBRECIPIENT or the program(s) described herein is altered according to the total levels contained in any portion of Exhibit B.
- 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. Any alterations, deletions, or additions to the program budget incorporated in Exhibit B shall require the prior written approval of CITY.
- G. 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.
- H. SUBRECIPIENT shall notify CITY of any changes in personnel or governing board composition.
- I. 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 paragraph:
 - (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 HUD.
 - (5) Finding by CITY that the SUBRECIPIENT:
 - (a) is in such unsatisfactory financial condition as to endanger performance under this Agreement;
 - (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 4, 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. Simultaneous notice of pending termination may be made to other funding source specified in Exhibit B.
 - 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. 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.
 - E. SUBRECIPIENT may terminate this Agreement upon the dissolution of SUBRECIPIENT's organization not occasioned by a breach of this Agreement.
 - F. 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 creditors for any expenses, encumbrances, or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this paragraph.
 - 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 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. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person(s), firm, corporation, or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail.

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, agents, and employees 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 character whatsoever resulting in whole or in part from the performance or omission of any employee, agent, or representative of SUBRECIPIENT.
- B. SUBRECIPIENT agrees to provide the defense for, and to indemnify and hold harmless CITY its agents, employees, or 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 SUBRECIPIENTS' 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;
 - (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.
 - a) Faith-based organizations must provide this notice to prospective beneficiaries prior to enrollment. In the event of an emergency or exigent circumstance 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.

- b) 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 request.
- 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 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 Housing and Urban Development (HUD) 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:
 - (1) Report homeless data to the Homeless Management Information System (HMIS). 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 the Homeless Management Information System (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 Denton 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.

(2) 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 Agency 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 sent postage paid to the parties and address set forth below:

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

TO SUBRECIPIENT:
Denton County Friends of the Family
P.O. Box 213
Argyle, Texas 76226

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

G. 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.

IN WITNESS OF WHICH this Agreement has been executed on this the _____ day of _____, 2022.

CITY OF DENTON

DENTON COUNTY FRIENDS OF THE FAMILY

BY:

BY:

SARA HENSLEY
INTERIM CITY MANAGER

TONI JOHNSON-SIMPSON
EXECUTIVE DIRECTOR


ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

ATTEST:
SUZANNE ENCK, BOARD SECRETARY

BY:  _____ 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY:  Digitally signed by
Scott Bray
Date: 2022.06.01
10:51:19 -05'00'

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



Signature

Director of Community Services

Title

Community Services

Department

Date Signed: JUNE 2, 2022

**EXHIBIT A
SCOPE OF SERVICES**

Description of Project

CDBG funds will be used to assist with pre-development costs for the construction of The Family Justice Center located at 3050 Bonnie Brae Street, Denton Texas 76207. The Center shall provide emergency shelter, transitional housing, and supportive services to assist those impacted by rape, sexual abuse, and domestic violence. Below is a breakdown of the costs, units, and square footage by building type.

BUILDING	Units	Building Area Square Footage	Hard + Soft Cost	Estimated Cost per Sq Ft.	FF&E*/ Alternates/ Allowances	Total
Transitional Housing	10	12,021	\$3,610,483	\$300	\$275,000	\$3,885,483
Emergency Shelter (Non-Congregate)	78	13,619	\$3,641,830	\$267	\$250,000	\$3,891,830
Assigned Building Area	N/A	22,562	\$2,181,895	\$284	\$0	\$2,181,895
						\$9,959,209

*Furniture, fixtures, and equipment

Estimated Project Timeline

TIMELINE FORE PRE-DEVELOPMENT COSTS	
June 2022	Project Approval: Contract is executed with SUBRECIPIENT and approved by City Council
July 2022	Training: Subrecipient Agreement Training
July 2022	Financial Reporting: SUBRECIPIENT begins reporting financial information
June 2022	Pre-Construction: Subrecipient continues with predevelopment services such as civil engineering construction plans, architectural schematic Design, platting documents, landscape and tree plans, project management fees, expediting service fee, roadway impact fees, park fees, water, and sewer impact fees.
June 2022 thru May 2023	Reimbursement: Request reimbursement for pre-development costs from the City of Denton. Including civil engineering construction plans, architectural schematic Design, platting documents, landscape and tree plans, project management fees, expediting service fee, roadway impact fees, park fees, water, and sewer impact fees not to exceed \$402,237.

September 2022 – June 2023	Quarterly Check-In: Status of Project and Fundraising (September, December, March, and June)
December 2023	Funding Benchmark: SUBRECIPIENT has identified or raised 25% of funding for Phase 1 and 2.
TIMELINE FOR PROJECT CONSTRUCTION	
September 2023 – June 2024	Quarterly Check-In: Status of Project and Fundraising (September, December, March, and June)
January 2024	Start of Project Construction – Phase 1 (1.5 years for completion)
September 2024 – June 2025	Quarterly Check-In: Status of Project and Fundraising (September, December, March, and June)
January 2025	Funding Benchmark: SUBRECIPIENT has identified or raised 50% of funding for Phase 1 and 2
June 2025	Funding Benchmark: SUBRECIPIENT has identified or raised 75% of funding for Phase 1 and 2
June 2025	Project Construction Completion of Phase 1 Construction of Infrastructure for Phase 1 and 2 Construction of Emergency Shelter
July 2025	Start of Project Construction – Phase 2 (1.5 years for completion)
September 2025 – June 2026	Quarterly Check-In: Status of Project and Fundraising (September, December, March, and June)
August 2026	Funding Benchmark: SUBRECIPIENT has identified or raised 100% of funding for Phase 1 and 2
September 2026 – June 2027	Quarterly Check-In: Status of Project and Fundraising (September, December, March, and June)
December 2026	Project Construction Completion of Phase 2 Construction of Transitional Housing
December 2026	Post Construction Check-In
December 2026	LIEN: 10-year lien is executed
MONITORING TIMELINE	
January 2027	Reporting: Subrecipient submits client data to the City to complete project
January 2027	Monitoring: Subrecipients begins reporting
December 2037	Monitoring: Subrecipient ends reporting

Work Statement

In order to complete the agreed upon activity, SUBRECIPIENT shall provide the following services from the Family Justice Center:

The Family Just Center will include 10 Transitional Housing Units, 78 Emergency Shelter Units, child development center, gymnasium, partner services, non-residential services center, and kitchen.

The following services will be provided at the Family Justice Center: Emergency shelter, transitional housing, counseling, advocacy, legal services, food shelter, and medical services and care.

The following amenities will be provided at the Family Justice Center: community garden, seating areas, butterfly garden, pet center, recreation areas with park and picnic tables.

**EXHIBIT B
BUDGET**

Four-Hundred and Two-Thousand Three-Hundred Twenty-Seven (\$402,327) in Community Development Block Grant funds for the pre-development costs associated with the development of emergency shelter, transitional housing, and supportive services to assist those impacted by rape, sexual abuse, and domestic violence. The amount stated above is an estimate. Funding may be reallocated as needed to complete improvements listed above. As stated in the agreement, any remaining fund balance will be reallocated by the City of Denton to other projects.

Prior to the start of construction, SUBRECIPIENT shall provide the Community Services with a final project budget, documentation of any additional funding sources and commitments (if other funding sources are included in the project), and a project planning/construction schedule.

	Cost Estimate	City Fees	TOTAL
Civil Engineering Construction Plans	\$45,000	\$10,000	
Architectural Schematic Design (Phase 1)	\$75,000	\$15,000	
Platting Documents	\$20,000	\$15,600	
Landscape and Tree Plans	\$20,000		
Project Management Fees	\$55,000		
Expediting Service Fee	\$30,000		
Roadway Impact Fees		\$40,000	
Park Fees		\$7,100	
Water & Sewer Impact Fees		\$30,000	
Subtotal	\$245,000	\$117,700	
Contingency	\$25,000	\$14,627	
SUB-TOTAL	\$270,000	\$132,327	
Total Design & Impact Fee Estimate			\$ 402,327

**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.

Denton County Friends of the Family

Grantee

Signature

Title

Date: