

**CITY OF BRYAN COMMUNITY DEVELOPMENT BLOCK GRANT CARES
PUBLIC SERVICE AGREEMENT B-20-MW-48-0006 2020-2021**

WHEREAS, the City of Bryan, Texas (City) has the objective of providing all residents a safe environment and good quality of life; and

WHEREAS, **Brazos Valley Food Bank** (Agency), through Going the Extra Mile (Project GotEM) program, provides case management and assistance for families and individuals who have been negatively impacted by COVID-19 by assisting with food delivery and other related needs for eligible low- to moderate-income clients, to provide support for the health, safety, and welfare, and shares this common goal with the City; and

WHEREAS, the City desires to assist the Agency through the **Going the Extra Mile (Project GotEM)**, which provides case management and direct client food assistance to eligible low- to moderate clients negatively impacted by COVID-19. Funding is provided by the Community Development Block Grant (CDBG) Coronavirus Aid, Relief and Economic Security (CARES) Act CARES program (Federal Award Identifications CFDA 14.218 and Federal Award Date September 11, 2020 administered by the U.S. Department of Housing and Urban Development (HUD));

NOW THEREFORE, IN CONSIDERATION of funding in the amount not to **exceed TWO HUNDRED TWENTY NINE THOUSAND THREE HUNDRED EIGHTY EIGHT DOLLARS AND NO CENTS (\$229,388.00)** to be paid to the Agency by the City as herein below set forth, the Agency covenant and agree as follows:

A. STATEMENT OF WORK

The Agency will provide services through CDBG funding and other stated resources in the request for proposal application; including but not limited to, partnership agencies case management services to assist in referrals for COVID-19 related food delivery assistance and referrals for other related COVID needs. Partnering agencies will provide the initial intake process, including required documentation and a Needs and No Duplication of Benefits Certification. The Agency will evaluate and determine final eligibility, enroll clients in the Project GotEM program, conduct interviews, plan food deliveries and monitor the process and the client's needs throughout their enrollment. The agency is required to provide services as specified in the request for proposal application for CDBG CARES funding as presented to, recommended for funding by the CDBG CARES Review Committee to the City Manager, and awarded by the Bryan City Council.

SCHEDULE: TWO HUNDRED TWENTY (220) unduplicated clients per contract period as defined in the proposal application. At a minimum, at least 51% of the clients for the Food Bank of the Brazos Valley's Project GotEM program are documented as low to moderate income (or 100% if presumed benefit low to moderate income as defined by HUD) using the household family income criteria provided by HUD.

B. RECORDS AND REPORTS

1. The Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon papers for all expenditures of funds provided through this contract. Such documentation shall be in a manner which conforms to HUD 24 CFR parts 84 and 85 as described in 24 CFR § 570.502, the City accounting practices and applicable Federal Office of Management and Budget (OMB) Circular including OMB Title 2 of the Code of Federal Regulations (CFR) 2 CFR § 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as now in effect, and as may be amended from time to time.

2. The Agency shall maintain written documents for all applicable generally accepted and required administrative and operating policies.
3. The Agency shall provide the City and HUD's representative access to any books, accounts, records, reports files or other papers belonging to or in use by the Agency as pertains to this contract.
4. The Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four years after the expiration of this agreement. The City and HUD access shall continue for as long as the records are retained by the Agency.
5. The Agency shall submit reports (**Attachment A**) **quarterly until the end of the contract period. These reports are:**

- a) The **narrative report** - includes information as appropriate to activity implementation. The format of such reports shall, at a minimum, consist of completion of a "**narrative summary of activities**", which will describe program activities, including but not limited to, any changes or revisions in the organization's programs.
- b) **The client activity report** - includes information on: racial, ethnic identification, household income information as to whether low or moderate income, head of household status and city and county of residence status. This information will be provided in two separate categories: **1) "unduplicated clients for the contract year", and 2) total "(duplicated) clients for the contract year". Agency will provide a copy of their database tracking system, as part of the client activity reporting, for unduplicated clients of the funded program as part of the submitted reports.**
- c) The **fund raising activity report** - summarizes all fund raising activities undertaken for The Agency including a description of the project or grant application, status, amount earned or requested and activity cost.
- d) A **reimbursement request report** - includes the reimbursement request form for the funded program. The reimbursement form will describe the grant amount, reimbursement request and to date status of the grant and certify that all required documentation has been submitted for review. All required funding documentation for the request will be attached to the reimbursement report.
- e) **Quarterly financials** - include a profit and loss statement (income report and expense report).

The narrative, client activity, fundraising and financial reports, including documentation, and quarterly financial reports are due within fifteen (15) days following a reporting period.

6. In addition to quarterly reports, the Agency will provide the City two year-end reports, which will include an accumulative client report (F-1) (**including tracking system**), a year-end report for expenses and revenues (F-2, 3), leveraging information (F-4) and type of assistance provided

(F-5), and a program evaluation report provided by the agency (year two only), which will be specified in the report. **The year-end reports will be due fifteen days (15) days following the end of the program year, (9/30/2021 and 9/30/2022).**

7. The Agency will maintain copies of documentation regarding all reports, and make such copies available to the City upon request. The activity reports, and reimbursement request, including documentation, are due within fifteen (15) days following a reporting period. Failure to provide completed reports within the specified time-period may result in forfeiture of funds.
8. The Agency shall submit notice to the City of all scheduled Board of Directors meetings, five days prior to meeting date with information as to date, time, and place of meeting. Please notify the city as soon as possible, for unscheduled board meetings.
9. The Agency shall submit minutes and the financial report of each Board of Directors meetings and Standing Committee meetings to the City within fifteen days after the scheduled reporting period.

C. PAYMENT

For the program period May 11, 2021 to 9/30/2022 the City shall pay to the Agency a maximum amount of money not to exceed **TWO HUNDRED TWENTY NINE THOUSAND THREE HUNDRED EIGHTY EIGHT DOLLARS AND NO CENTS (\$229,388.00)**. Funds are to be used for case management of partnership agencies, to assist in referrals for COVID-19 related food delivery assistance, and referrals for other related COVID needs. Other operating expenses eligible under HUD regulations will be considered for reimbursement provided the City receives the documentation necessary as stated in this agreement and there are remaining funds available. An amendment to the contract will be considered based upon submission of a request by the agency. These funds will be provided on a reimbursement basis to the Agency within (14) days of the receipt and approval by the City of the supporting documentation.

Funds will be used as depicted in **Attachment B**, by the Agency, attached, and incorporated herein by reference.

Funds will not be provided in advance of expenditures and funds will not be reimbursed without corresponding evidence of expenditures, such as receipts, bills, payroll records, canceled checks and other proof as determined necessary by the City unless prior agreements have been made stipulating this arrangement. Unexpended funds will remain in the possession of the City.

This agreement and the payments to be made hereafter are contingent upon receipt by the City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of Bryan's City Council funding approval. Should funds be discontinued or not approved, this agreement will be revised or terminated as necessary.

D. PROGRAM INCOME

Any program income received shall be used to support eligible operational expenses and shall be subject to the requirements of HUD Regulation 570.504 (c). All income not used to supplement operational expenses by the end of the fiscal year, or used for ineligible expenses, shall be forfeited and is returned to the City. The Agency shall maintain records of all program income generated by use of CDBG funds, if any, and shall present pay records to the City on a quarterly basis.

E. REVERSION OF ASSETS

Upon the expiration or termination of this agreement, any CDBG unexpended funds in possession of the Agency shall be returned to the City, within forty-five (45) days, of the date of the expiration or termination. Any real property under the control of the Agency acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must: (1) meet a CDBG national objective as defined in 24 CFR § 570.208 for a minimum of five (5) years following contract expiration; or (2) be disposed of in a manner which results in the City being reimbursed the fair market value of the property less any portion of non-CDBG funds attributed to the acquisition or improvement of the property. Such reimbursement is not required after the property has met the five- (5) year requirement previously described.

F. ADMINISTRATIVE REQUIREMENTS

The City and Agency agree to perform their duties in relation to this agreement in compliance with all applicable uniform administrative requirements in compliance with U.S. Department of Housing and Urban Development regulations 24 CFR parts 84 and 85 as described in 24 CFR § 570.502.

The Agency shall administer this Agreement in compliance with 24 CFR § 570, Subpart K; revised Office of Management and Budget Circular Title 2 of the Code of Federal Regulations (CFR) 2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes and combine the requirements of eight existing OMB Circulars (A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133) as now in effect, or as may be amended from time to time.

Nonprofit agencies shall have an audit made in accordance with the requirements set forth in OMB Circular Title 2 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards Chapter I and II, Parts 200.501 in order to meet those requirements any sub recipient receiving over \$750,000 federal dollars annually will provide a financial audit within three (3) months of the ending of their fiscal year covered by this agreement. OMB Circulars can be found at www.gpo.gov.

G. VERIFICATION OF INCOME

The Agency shall document that it has verified that at least fifty-one percent (51%) of its clientele are persons whose family income, as defined by 24 CFR § 5.609 (2017 HUD-published income limits, or as may be updated by HUD during the term of this agreement, upon notice from City) does not exceed the low/moderate income category limits. Agency may use the following documents for verification: a) W-2 Forms, b) 1040 Forms, c) pay check stubs, or d) other forms of income documentation from a third party that verifies employment or benefits received.

The Agency may accept, as a substitute to verification by Agency directly, documentation provided from a third party provider that has verified the client's eligibility for other public assistance programs including TANF, SSI, Food Stamps, Low-Income Energy Assistance, Title XX General Assistance, Public Housing, Section 8 Rental Assistance, JTPA or similar income tested programs having the income qualification criteria at least as restrictive as that used under the Section 8 low-income limit established by HUD.

The Agency may accept a notice that the assisted person is a referral from a state government or department, county government or department, local government or department, or from any other entity if the government, department, or entity agrees to verify that individuals it refers are low and moderate

income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.

It is an exception to this requirement if the Agency's activities or programs benefit a clientele who are general presumed by HUD to be principally low and moderate-income persons. The following groups are currently presumed by HUD to be low or moderate income: abused children, battered spouses, elderly persons, homeless persons, severely disabled adults (using the census definition of that term), illiterate adults, persons living with AIDS and migrant farm workers.

H. GENERAL PROVISIONS

1. The City and Agency state to the best of their knowledge, no member of the Bryan City Council and any other officer, employee or agent of the City who exercises any function or responsibility in connection with the carrying out of the program to which this agreement pertains has any personal interest, direct or indirect, in this contract.
2. The Agency covenants that during the term of this agreement it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Agency will take affirmative action to ensure that applicants who are employed are treated, during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination requirement.

The Agency expressly agrees that in all solicitations or advertisements for employees placed by or on behalf of the Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The parties to this agreement agree and understand that all employees and personnel furnished or used by the Agency in the work of the Agency shall be the responsibility of the Agency and shall not be deemed employees of the City for any purpose.

3. The Agency agrees to indemnify and hold harmless the City and its officers, agents and employees from any and all loss, cost or damage of every kind, nature or description, which may arise under this contract or from any source whatsoever. The Agency expressly agrees to hold harmless and indemnify the City whether or not the claim or cause of action results from any negligence of the Agency or any alleged negligence of the City or any of its officers, agents or employees.
4. The City shall conduct a desk monitoring review on a quarterly basis and one on site monitoring visit annually, or as otherwise deemed necessary by the City so as to evaluate the Agency compliance with the provisions of this agreement or any HUD regulation. The City will provide a year-end close out report, which will evaluate compliance with the provisions of this agreement or any HUD regulation. The report will be provided after the end of the contract year and after all required documentation has been obtained from the funded agency.
5. The City shall provide technical assistance to the Agency as requested and as mutually agreed upon in the performance of their duties under this contract.
6. The City shall have the option to recommend one appointee for any one vacancy that occurs on the Agency's Board of Directors during the program year.

7. The Agency shall submit documentation that the Executive Committee of the Board of Directors and a minimum of 25% of the remainder of the Board have completed a staff approved Board member orientation.
8. The Agency shall submit documentation that a minimum of 25% of the members of the Board has attended a workshop provided by City staff on information regarding Community Development Block Grant guidelines.
9. The Agency shall submit a completed self-evaluation process, to the City within fifteen (15) days of the end of the program year; and will provide a description of the process and evaluation tool to be utilized for the process to the City within the first reporting period of the contract period.
10. The parties hereto state that they are appropriately empowered by their respective agency and directors to sign this agreement.
11. Changes or amendments to the Program of Work or any other term of this agreement must be in writing and signed by both parties.
12. This agreement shall be interpreted in accordance with Texas law and enforced in Brazos County, Texas.
13. No assignment of this agreement or any part thereof is permitted without the express written consent of the City.
14. Each party agrees to comply with all applicable federal, state and local laws.
15. The Agency will not require attendance at religious services, engage in proselytizing or require religious instruction as a condition of providing services.
16. The City assumes responsibility for environmental review described in 24 CFR § 570.604 and initiating the review process under Executive Order 12372.
17. Should any paragraph, sentence or part of this agreement be held to be invalid by a court of competent jurisdiction, then such paragraph, sentence or part shall in no way affect the validity of any other provision or part of this agreement.
18. This agreement represents the entire agreement of the parties and supersedes any other representation, either written or oral to the contrary.
19. Any notices as required or necessary shall be effective if mailed certified, return receipt requested, to the current address on file of either party for the other party. Changes of address shall be effective upon three (3) day's prior written notice to the parties.
20. **BASIC SAFEGUARDING OF AGENCY INFORMATION SYSTEMS.** The Agency shall apply basic safeguarding requirements and procedures to protect the Agency's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ"

which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

Agency shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

I. CONTRACT TERM

The term of this contract shall be from May 11, 2021 through September 30, 2022; or until funds awarded by the City are completely expended unless the contract is terminated as provided for herein below. The term of this contract may be extended for a period of time that is mutually agreed upon in writing by the City and Agency provided the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

J. CONTRACT SUSPENSION/TERMINATION

The City has the right to terminate this agreement, in whole or in part, at any time the City determines the Agency has failed to comply with any term of this contract. Further, the City has the right to terminate this agreement if it is determined that the information contained in the application for funds was substantially incorrect or that the services to be delivered are not being substantially delivered in accordance with the description in the application, as determined upon the discretion of staff. The City shall notify the Agency in writing thirty (30) days prior to the date of termination of such reason. The Notice shall include the reason for termination, the effective date of termination and, in the case of a partial termination, the portion of the contract to be terminated. During the thirty-day period, the Agency shall have the right to attempt to cure its failure to the satisfaction of the City.

Either party to this agreement has the right to terminate this contract, in whole or in part, upon the mutual written agreement of the parties that the continuation of the activities funded under this agreement would not produce beneficial results commensurate with the further expenditure of funds.

K. INDEMNIFICATION, RELEASE, AND INSURANCE

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

The Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, volunteers, and employees from any and all claims, demands, causes of action of any kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with Agency work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance.

The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by Brazos Valley Food Bank its agents, representatives, volunteers, employees, or subcontractors.

The Agency insurance shall list the City of Bryan, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in Exhibit "G". Certificates of insurance evidencing the required insurance coverages are attached Exhibit "H".

L. NOTICES

All written or verbal notices issued between parties to this agreement shall be dispersed through the project contacts listed below for the purpose of documenting all correspondence throughout the tenure of this activity. All notices shall be deemed given on the date personally delivered or so deposited in the U.S. mail.

CITY: City of Bryan Community Development Department, Attention: Alsie Bond or her designee, P.O. Box 1000, Bryan, TX 77805. Office located at 1803 Greenfield Plaza, Bryan, TX, 77802.

AGENCY: Brazos Valley Food Bank, Attention: Theresa Mangapora, Executive Director, or her designee, P.O. Box 74, Bryan, TX 77806. Street address: 1501 Independence Avenue, Bryan, TX 77803

SIGNED in triplicate originals to be effective this _____ day of _____, 2021.

BRAZOS VALLEY FOOD BANK

CITY OF BRYAN

Theresa Mangapora, Executive Director

Andrew Nelson, Mayor

ATTEST:

ATTEST:

Board President

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

ATTACHMENT A
B-20-MW-48-0006 CDBG Budget – Contract Funds
May 11, 2021- September 30, 2022

AGENCY AND NAME OF PROGRAM: Brazos Valley Food Bank, Project GotEM

- A. Narrative Report
- B. Client Activity Report
- C. Fund Raising Activity Report
- D. Reimbursement Request Report
- E. Quarterly Financials
- F. Year End Report
- G. Insurance Requirements
- H. Agency Insurance (attached)

A. Narrative Report:

**COMMUNITY DEVELOPMENT BLOCK GRANT CARES PROGRAM
NARRATIVE REPORT (2020-2021 and 2021/2022)**

AGENCY:

REPORTING PERIOD:

OPERATING HOURS OF AGENCY: (note any changes from original approved CDBG public service application):

PROGRAM FUNDED:

PROGRAM ACTIVITIES:

(Include information on accomplishments and concerns corresponding to your program's objectives and goals). Did the program generate any program income for this quarter?

CDBG PROGRAM INCOME:

(Any funds generated by the CDBG funded program)

AGENCY ACTIVITIES:

(Brief summary of all other programs operated by agency):

Other:

(Include any other information or attachments about your program i.e. newsletters, letters of support from community, etc.):

Did the agency have a board vacancy during this quarter?

Prepared by: _____

Date: _____

B. Client Activity
C. Report

City of Bryan Community Development Block Grant 2020/2021 and 2021-2022 Client Report																		
Agency Name: _____			Contact Person: _____			Quarterly Reporting Period: _____												
Date Submitted: _____			Phone Number: _____			Program (*): _____												
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native	Hispanic or Latino	Not Hispanic or Latino	Asian	Hispanic or Latino	Not Hispanic or Latino	Black or African American	Hispanic or Latino	Not Hispanic or Latino	Native Hawaiian or other Pacific Islander	Hispanic or Latino	Not Hispanic or Latino	White			
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaskan Native and White	Hispanic or Latino	Not Hispanic or Latino	Asian and White	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native and Black or African American	Hispanic or Latino	Not Hispanic or Latino	Black or African American and White	Hispanic or Latino	Not Hispanic or Latino	Race Combination on not included in above categories	Total Hispanic or Latino	Total Not Hispanic or Latino	Total #1
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
#2 Residence:	Bryan	College Station	Other														Total #2	
Total Unduplicated Clients - this period	0	0	0														0	
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0														0	
#3 Income:	Low Income (80% of Median Income)	Very Low Income (50% of Median Income)	Extremely Low Income (30% of Median Income)	Above Income	Incomplete Intakes											Total #3		
Total Unduplicated Clients - this period	0	0	0	0	0											0		
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0											0		
(*) Use one form for each program Each client must choose one category for ethnicity and one category for race. Total Hispanic or Latino plus total Not Hispanic or Latino equals total race category																		
Total Female Heads of Household: _____																		
# 4 Incomplete Intake Forms	No. of clients															Total # 4		
Total Unduplicated Clients - this period	0															0		
Total (duplicated) Clients During the Contract Year - All clients	0															0		
#4: Intake incomplete, not correctable, but client was served.																		

AGENCY TOTALS #1, #2, #3 WILL EQUAL EACH OTHER

C. Fund Raising Activity Report

**COMMUNITY DEVELOPMENT BLOCK GRANT (CARES) PROGRAM
FUND-RAISING REPORT (May 11, 2021-September 30, 2022)**

AGENCY:

REPORTING PERIOD:

DESCRIPTION:

(Narrative description of activity)

Status of fundraiser:

Amount earned:

Activity cost:

Planned Use of Funds:

Other:

Signature: _____

Date: _____

D. Reimbursement Request Report:

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AGENCY:			
PROGRAM:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN CDBG CONTRACT	\$		

Agency's Certification and Reimbursement Request Form	
Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address
I. Agency's Certification and Reimbursement Request	
<p>I hereby certify:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The information presented on this form is true and complete to the best of my knowledge; <input type="checkbox"/> All programs and services have been executed in accordance with the terms and requirements of the contract; <input type="checkbox"/> All expenses for which payment is being requested herein were incurred by the above-referenced program(s); <input type="checkbox"/> All approved Board minutes and agendas have been received by the Community Development Department; <input type="checkbox"/> A signed and dated Client Report, Narrative Report, and Fund-Raising Report have been received by the Community Development Department; <input type="checkbox"/> All supporting documentation to substantiate this request has been received by the Community Development Department. <input type="checkbox"/> The agency is in full compliance with the terms and conditions of the above referenced contract. <p>I hereby request reimbursement for approved program expenses to date in the amount of \$</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> Signature of Agency Contact Date </p>	
II. Monitor's Certification	
<p>I have reviewed the documents submitted for the _____ bi-month period by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.</p> <p>I hereby approve payment to the agency in the amount of \$ _____.</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> Signature of Monitor Date </p>	
III. Community Development Manager's Certification	
<p>I hereby approve payment to the agency in the amount of \$ _____.</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> Signature of Community Development Manager Date </p>	

E. (1) Financials: Income Statement:

(Months – denote quarter example April-June 2021, July-Sept 2021, October-December 2021, January-March 2022, April-June 2022, July-September 2022):

REVENUE SOURCE	PROGRAM INCOME		AGENCY INCOME
Program Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/ Trusts			
Special events			
Civic Organizations			
Corporate Organizations			
CDBG funds			
Other Federal			
1.			
2.			
State funds			
1.			
2.			
School district Funds			
Brazos County United Way			
Other United Way			
Investment Income (div., int., cap gains)			
Other:			
In-kind contributions			
Total Income			

E. (2) Expense Statement: Quarterly Financials (denote month's example April-June 2021, July-Sept, October-December 2021, January-March 2022, April –June 2022, July- Sept. 2022)

EXPENSE ACCOUNT	PROGRAM EXPENSE		AGENCY EXPENSE
Personnel:			
Gross Salaries			
Benefits			
Payroll Taxes			
Operations:			
Auto expense			
Direct Aid			
Equipment lease			
Insurance			
Office supplies			
Postage			
Professional fees			
Printing			
Rent			
Repairs/ main.			
Telephone			
Travel/ training			
Utilities			
Other: (Please Specify)			
Depreciation			
In-Kind Expenses			
Capital Expenses*			
Total Operating Expenses			

F. (1) Year End

a. Client Report Cumulative

City of Bryan Community Development Block Grant CARES 2020/2021 and 2021/2022 Client Report																		
Agency Name: _____				Contact Person: _____				Quarterly Reporting Period: _____										
Date Submitted: _____				Phone Number: _____				Program (*): _____										
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native	Hispanic or Latino	Not Hispanic or Latino	Asian	Hispanic or Latino	Not Hispanic or Latino	Black or African American	Hispanic or Latino	Not Hispanic or Latino	Native Hawaiian or other Pacific Islander	Hispanic or Latino	Not Hispanic or Latino	White			
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
#1 Race/Ethnicity:	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaskan Native and White	Hispanic or Latino	Not Hispanic or Latino	Asian and White	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaska Native and Black or African American	Hispanic or Latino	Not Hispanic or Latino	Black or African American and White	Hispanic or Latino	Not Hispanic or Latino	Race Combination on not included in above categories	Total Hispanic or Latino	Total Not Hispanic or Latino	Total #1
Total Unduplicated Clients - this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
#2 Residence:	Bryan	College Station	Other													Total #2		
Total Unduplicated Clients - this period	0	0	0													0		
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0													0		
#3 Income:	Low Income (80% of Median Income)	Very Low Income (50% of Median Income)	Extremely Low Income (30% of Median Income)	Above Income	Incomplete Intakes										Total #3			
Total Unduplicated Clients - this period	0	0	0	0	0										0			
Total (duplicated) Clients During the Contract Year - All clients served this period	0	0	0	0	0										0			
(*) Use one form for each program Each client must choose one category for ethnicity and one category for race. Total Hispanic or Latino plus total Not Hispanic or Latino equals total race category																		
Total Female Heads of Household: _____																		
# 4 Incomplete Intake Forms	No. of clients														Total # 4			
Total Unduplicated Clients - this period	0														0			
Total (duplicated) Clients During the Contract Year - All clients	0														0			
#4: Intake incomplete, not correctable, but client was served.																		

AGENCY TOTALS #1, #2, #3 WILL EQUAL EACH OTHER

F. (2) Income Statement:

Year End – denote program year: 2020/2021 or 2021/2022)

REVENUE SOURCE	PROGRAM INCOME		AGENCY INCOME
Program Fees			
Net Sales			
Contributions			
Individual			
Board			
Foundations/ Trusts			
Special events			
Civic Organizations			
Corporate Organizations			
CDBG funds			
Other Federal			
1.			
2.			
State funds			
1.			
2.			
School district Funds			
Brazos County United Way			
Other United Way			
Investment Income (div.,int.,cap gains)			
Other:			
In-kind contributions			
Total Income			

F. (3) Expense Statement: (Year end- denote program year): (2020/2021 or 2021/2022)

EXPENSE ACCOUNT	PROGRAM EXPENSE	AGENCY EXPENSE
Personnel:		
Gross Salaries		
Benefits		
Payroll Taxes		
Operations:		
Auto expense		
Direct Aid		
Equipment lease		
Insurance		
Office supplies		
Postage		
Professional fees		
Printing		
Rent		
Repairs / main.		
Telephone		
Travel/training		
Utilities		
Other: (Please Specify)		
Depreciation		
In-Kind Expenses		
Capital Expenses *		
Total Operating Expenses		

F. (4): Source of Funds Program

CDBG	\$
Section 108 Loan Guarantee	\$ 0.00
Other Consolidated Plan Funds (HOME, ESG, HOPWA)	\$
Other Federal Funds	\$
State/Local Funds	\$
Private Funds	\$
Other:	\$
(Identify)	\$

***Please denote any program income generated from the funded program on a separate Line. If none put N/A.**

F. (5) Type of Assistance Provided:
Year End:

New Services--Number of unduplicated persons assisted with new access to a service

Improved Services--Number of unduplicated persons assisted with improved access to a service (or continued if funding in prior year)

Enhanced quality of Services--Number of unduplicated persons, where the public service activity will meet a quality standard or will measurably improve quality, report on the number of persons that no longer only have access to a substandard service

Bed Created--Number of beds created in overnight/emergency shelter

Definitions:

- Number of persons assisted with **new access** to a service
 - New access to a service is when a service is offered for the first time. This indicator would be used in the instance when a public service has not previously been available to these households. For instance, the grantee might elect to fund a new job transportation program for working mothers. No such program currently exists in the jurisdiction and so this is access to a new service for these households.
- Number of persons assisted with **improved access** to a service.
 - Improved access to a service is when a service was offered, but the public service activity allowed the grantee to expand the service, in terms of size, capacity, or location. For instance, assume that an existing meals on wheels program only provided lunch and the expanded service provides lunch and dinner service. For these elderly households, this would constitute improved access. If a guarantee is refunding an on-going program, the improved access indicator is generally used.
- Where the public service activity was used to meet a quality standard or measurable improved quality, report on the number of persons that **no longer** have access to a **substandard service**.

The number of beds created in overnight shelter or other emergency housing.

G. Insurance Requirements

Throughout the term of this Agreement, the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation

II. General Requirements Applicable to All Policies:

- A. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent
- B. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance- approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit D; and shall be approved by the City before work begins
- C. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per occurrence basis only/
- D. The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas
- E. The City will not accept "claims made" policies
- F. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non- contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.
- E. The coverage shall include, but not be limited to the following: premises/ operations with separate aggregate; independent contracts; products/ completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- A. Business automobile Liability insurance shall be written by a carrier rated "A: VIII" or better rating under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- C. Combined Single Limit Liability not less than \$1,000,000 per occurrence for the bodily injury and property damage
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- E. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- A. Workers compensation insurance shall include the following terms:
 - 1. Employers' Liability minimum limits of liability not less than \$500,000 for each accident/each disease/ each employee are required
 - 2. "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy
 - 3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

H. AGENCY INSURANCE

ATTACHED CERTIFICATES OF INSURANCE

ATTACHMENT B

**B-20-MW-48-0006 CDBG Budget – Contract Funds (CV3 funds)
May 11, 2021-9/30/2022**

AGENCY: Brazos Valley Food Bank Project Going the Extra Mile (GotEM)

PROGRAM: COVID-19 Food Assistance Program

Personnel (Part Time Van Driver salary & benefits 100% of 0.5 FTE; \$44,164 Administrative Assistant (80% of 0.73 FTE and Program Coordinator 8% of 1.0 FTE Fringe Benefits	\$3,379
Supplies	\$2,640
Fleet (fuel)	\$ 667
Insurance	\$2,000
Food	\$176,538
Total	\$229,388