

December 8, 2022

Item No. 9.5.

Funding Agreement with Unlimited Potential for the demolition of 1115 Anderson

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a funding agreement with Unlimited Potential for an amount not to exceed \$345,424 for the demolition of the dilapidated and unsafe structure at 1115 Anderson.

Relationship to Strategic Goals:

Neighborhood Integrity

Recommendation(s): Staff recommends approval of a funding agreement in an amount not to exceed \$345,424, \$105,424 in CDBG and \$240,000 in General Funds, for the demolition of 1115 Anderson.

Summary: As requested by Council at the July 24, 2022 meeting, this funding agreement with Unlimited Potential will provide an amount not to exceed \$345,424 for the demolition of an dilapidated and unsafe structure located at 1115 Anderson. Funding is available from the Community Development budget in the amount of \$105,424 in Community Development Block Grant funds and \$240,000 in General Funds.

Budget & Financial Summary: \$105,424 in Community Development Block Grant funds included in the FY 2023 budget and \$240,000 in General Funds Assigned Fund Balance will be utilized to cover the cost of this contract.

Attachments:

1. CDBG Funding Agreement - Unlimited Potential

**CITY OF COLLEGE STATION COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING AGREEMENT**

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City"), and **A HOME BASE FOR TRANSITIONING FOSTER YOUTH DBA UNLIMITED POTENTIAL, INC.**, a private non-profit agency (hereinafter referred to as "Agency").

WHEREAS, the City has the objective to aid in the prevention or elimination of slum or blighting conditions in the City through its Community Services Department and outside agency funding;

WHEREAS, Agency has acquired property located at 1115 Anderson in College Station, Texas, which contains dilapidated and blighted buildings and improvements which are detrimental to public health and safety;

WHEREAS, Agency desires to demolish said dilapidated and blighted buildings and improvements;

WHEREAS, the City desires to assist Agency in addressing blight on a spot basis through funds provided by the Community Development Block Grant (hereinafter referred to as "CDBG") program administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") (Federal Award Identification CDFA 14-218 and Federal Award Date 10/1/2022); and

NOW, THEREFORE, FOR AND IN CONSIDERATION of funding in an amount not to exceed **THREE HUNDRED FORTY-FIVE, FOUR HUNDRED TWENTY-FOUR** and 00/100 DOLLARS (\$345,424.00) to be paid to Agency by the City as set forth herein below, the City and Agency covenant and agree as follows:

**ARTICLE I
STATEMENT OF WORK**

1.01 Agency will demolish the existing, unsafe, dilapidated structure located at 1115 Anderson. Agency shall perform the work as specified in the Detailed Statement of Work attached as Exhibit A. Agency shall perform the work utilizing CDBG funds as specified in the Budget attached as Exhibit B.

**ARTICLE II
PAYMENT**

2.01 During the City's Fiscal Year Budget 2023, City shall reimburse Agency, in an amount not to exceed **THREE HUNDRED FORTY-FIVE, FOUR HUNDRED TWENTY-FOUR** and 00/100 DOLLARS (\$345,424.00), for expenditures as referenced in Article I of this Agreement.

2.02 Other operating expenses eligible under HUD regulations may be considered for reimbursement provided the following:

- (a) the City receives the Reimbursement Request Form attached as Exhibit D;
- (b) funds are available; and
- (c) Payments will be made quarterly as a reimbursement for services or expenditures already incurred by Agency. Agency shall submit its application for reimbursement to the City, along with supporting documentation and the City shall reimburse Agency for its services no later than thirty (30) calendar days from the date of the City's receipt and the City's approval of the application for reimbursement.

2.03. No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. The final request for reimbursement must be received by City on or before September 30, 2023. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of City.

2.04. This Agreement and the payments made herein, are contingent upon receipt by City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of College Station City Council funding approval. Should funds be unavailable, discontinued or disapproved, this Agreement may be revised or terminated as determined by the HUD or the City, in their sole discretion.

2.05. The City retains the right, in its sole discretion, to recapture and seek full reimbursement from Agency for any funds used for prohibited activities, prohibited purposes, or usages of funds which cause a breach of this Agreement.

ARTICLE III TERM

3.01 The term of this Agreement shall coincide with the City's Fiscal Year Budget 2023 and be from December 8, 2022 to September 30, 2023, or until funds awarded by the City are completely expended, unless the Agreement is terminated as provided for herein.

3.02 The term of this Agreement may be extended by mutual agreement of the parties, in writing, provided that the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

ARTICLE IV VERIFICATION OF SLUM BLIGHT SPOT BASIS

4.01 Slum Blight Spot Basis activities eliminate specific conditions of blight or physical decay on a spot basis. Agency agrees to document the specific conditions of blight or physical decay to be addressed by this Agreement. Determination of the extent of and physical conditions that contribute to blight is necessary to receive reimbursement of expenditures made under this Agreement.

ARTICLE V PROGRAM INCOME

5.01 Pursuant to HUD regulation 24 C.F.R. § 570.504 (2012), any program income generated by use of CDBG funds shall be used by Agency to supplement eligible operational expenses. All income not used to supplement operational expenses by the end of the fiscal year, or used for ineligible expenses, shall be forfeited and returned to City within thirty (30) days following the end of the Agreement term. Agency shall maintain records of all program income generated by use of CDBG funds, if any, and shall present said records to City on a quarterly basis.

ARTICLE VI RECORDS AND REPORTS

6.01 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 documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to HUD and the City's accounting practices. Said documentation shall conform to the standards set forth in 2 CFR Part 200.

6.02 Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four (4) years beginning with the submission of the Consolidated Annual Performance and Evaluation Report for the fiscal year –2022 – 2023. City and HUD's right to access Agency's files shall continue during this period and for as long as the records are retained past the minimum four (4) year period by Agency.

6.03 Agency shall provide the City and HUD representative reasonable access during regular business hours to any financial records, client records, administrative reports, board documentation, files or other papers belonging to or in use by Agency.

6.04 Agency shall submit activity reports to the City on a quarterly basis. The format of such reports shall, at a minimum, consist of a Narrative Report attached as Exhibit E. Agency will maintain supporting back-up documentation regarding all reports and make such available to the City upon request. The activity reports and reimbursement requests, including documentation, shall be submitted to the City within thirty (30) days following a reporting period. Failure to provide timely and complete reports may result in forfeiture of funds or termination of this Agreement pursuant to Article VII herein.

6.05 The City shall conduct a monitoring review of the work performed pursuant to this Agreement on a quarterly basis or as otherwise deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement or any HUD regulation. A minimum of one on-site monitoring review will be conducted by the City during the term of this Agreement.

6.06 Agency shall submit year-end reports to the City no later than thirty (30) days following the end of the Agreement term. The Year-End reports shall, at a minimum, consist of a Funding Sources Report attached as Exhibit F.

6.07 The City may provide a year-end Close-Out report to the Agency, which will evaluate compliance with the provisions of this funding Agreement and applicable HUD regulations. The Close-Out report will be provided after all year-end reports have been submitted by the Agency.

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

6.09 Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within **ten (10) days after approval of the minutes.**

ARTICLE VII AGREEMENT SUSPENSION/TERMINATION

7.01 The City has the right to terminate this Agreement, in whole or in part, at any time if the City determines that Agency has failed to comply with any part of this Agreement or if funds are unavailable, discontinued or disapproved, as determined by the City or HUD, at their sole discretion. In addition, the City has the right, in its sole discretion, to terminate this Agreement if it determines that the information contained in its application for CDBG funding was materially incorrect, if the City determines that Agency is not performing the work approved in its application for CDBG funding, if Agency fails to file the reports required under Article VI of this Agreement, or if Agency fails to fulfill any other obligations required under this Agreement.

7.02 The City shall notify Agency, in writing, thirty (30) days prior to the date of termination. The notice shall include the reason for termination and the effective date of termination.

7.03 If this Agreement is terminated for any of the reasons referenced in Section 7.01 hereinabove, excluding funding discontinuance or disapproval, Agency shall have the right to attempt to cure its failure, during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion. The City retains the right to terminate this Agreement, in whole or in part, at any time, for convenience.

7.04 Either party to this Agreement has the right to terminate this Agreement, 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.

ARTICLE VII REVERSION OF ASSETS

8.01 Upon the expiration of the term of this Agreement, the Agency shall transfer to City any CDBG Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Grant funds. Any real property under Agency's control that was acquired or improved in whole or in part with Grant funds in excess of \$25,000 shall:

- (a) be used to meet one of the national objectives of the Federal CDBG until five (5) years after expiration of this Agreement, or for such a longer period of time as determined to be appropriate by the City; or
- (b) be disposed of in a manner which results in City being reimbursed in the amount of the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement is not required after the period of time specified above.

ARTICLE IX ADMINISTRATIVE REQUIREMENTS

9.01 City and Agency agree to perform their duties in relation to this Agreement in compliance with all applicable HUD regulations.

9.02 Agency shall administer this Agreement in compliance with U.S. Department of Housing and Urban Development applicable Uniform Administrative Requirements 24 C.F.R. § 84 and 24 C.F.R. § 85, as described in 24 C.F.R. § 570.502.

9.03 Agency shall comply, as related to CDBG provisions, with the requirements and standards of 2 CFR Part 200.

9.04 Nonprofit agencies that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in 2 CFR Part 200 In order to meet those requirements any subrecipient receiving over \$750,000 will provide a financial audit within three (3) months of the ending of their fiscal year covered by this Agreement.

ARTICLE X NONDISCRIMINATION

10.01 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, such as is provided under this Agreement, in compliance with Public Law 88-

352 (Civil Rights Act of 1964) and amendments and Section 109 of the Housing and Community Development Act of 1974.

10.02 In accordance with Public Law 90-284, Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, disability or familial status be discriminated against in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person. Moreover, Agency certifies that it will affirmatively further fair housing.

10.03 In accordance with Executive Order 11063, as amended by Executive Order 12259, Agency hereby agrees and binds itself that it shall take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), national origin, sex, age, handicap or familial status in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof.

ARTICLE XI ENVIRONMENTAL CLEARANCE REQUIREMENTS

11.01 Agency understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R. § 58. In accordance with 24 C.F.R. § 58.77(b), Agency further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

11.02 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. § 58 to ensure compliance with the National Environmental Policy Act (NEPA). Agency must also maintain a copy of the Environmental Review Record in Agency's project file. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XII EMPLOYMENT AND CONTRACTING OPPORTUNITIES

12.01 In accordance with Executive Order 11246, as amended by Executive Orders 12086, 11375, 11478, 12107 and the regulations issued pursuant thereto, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Agreement. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

12.02 In accordance with Section 3 of the Housing and Urban Development Act of 1968, Agency agrees that, to the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the City of College Station, and, to the greatest

extent feasible, contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned by persons residing in the City of College Station.

ARTICLE XIII

ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

13.01 In accordance with the Architectural Barriers Act of 1968 42 U.S.C. §§ 4151-4157, Agency agrees to abide by laws and regulations requiring certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered.

13.02 In accordance with standards that ensure accessibility to, and use by, persons with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 is subject to the requirements of this Act and shall comply with the Uniform Federal Accessibility Standards.

13.03 In accordance with the Americans with Disabilities Act 42 U.S.C. §12131; 47 U.S.C. §§ 155, 201, 218 and 225 (ADA), the Agency agrees to comply with the provision of comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable.

ARTICLE IV

USE OF DEBARRED, SUSPENDED, INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

14.01 Agency agrees and binds itself that it has not and will not directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or other subrecipient of CDBG monies during any period of that agency's or subrecipient's debarment, suspension, or placement in ineligible status under the provisions of 24 C.F.R. § 24.

ARTICLE XV CONFLICT OF INTEREST

15.01 Agency certifies that no employee, agent, consultant, officer, elected or appointed official of the Agency who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities has or will have any personal or financial interest or benefit to obtain from this Agreement and the CDBG-assisted activity, nor any interest in any contract, subcontract or Agreement with respect thereto, or the proceeds thereunder, either for the official or those with whom they have family or business ties, either during the official's tenure or for one year after completion of the Agreement term.

ARTICLE XVI WHERE SUBRECIPIENT IS A RELIGIOUS ENTITY

16.01 Where Agency is a religious entity, Agency certifies that all CDBG funds shall be used wholly for secular purposes. Agency agrees and binds itself that it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion. Agency agrees and binds itself that it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services funded by this Agreement.

ARTICLE XVII RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

17.01 Agency 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 (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Agency 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. Agency also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

ARTICLE VIII INDEMNIFICATION AND RELEASE

18.01 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. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

18.02 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 every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency’s work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE XIX INSURANCE

19.01 General. 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 the Agency, its agents, representatives, volunteers, employees, or subcontractors.

19.02 The Agency’s insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are as set forth below. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit “C”**.

During the term of this Agreement the Agency’s insurance policies shall meet the minimum requirements of this section:

19.03 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer’s Liability.

19.04 General Requirements Applicable to All Policies. The following General requirements to all policies shall apply:

- (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 C; and shall be approved by the City before work begins.
- (c) Agency 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.

19.05 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (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.

19.06 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (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 of Liability not less than \$1,000,000 per occurrence for 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.

19.07 Workers' Compensation/Employer's Liability Insurance. Workers' Compensation/Employer's Liability insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) 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."

ARTICLE XX GENERAL PROVISIONS

20.01 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article I shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

20.02 The City's Community Services Department may provide "technical" assistance to Agency as requested and as mutually agreed upon in the performance of Agency's duties under this Agreement. "Technical" assistance is described as including, but not limited to staff assistance to ensure compliance to CDBG regulations and to ensure that proper accountability and program delivery results are achieved; and providing orientation to Agency staff and board members regarding CDBG regulations and procedures. The provision of "technical" assistance is dependent on time constraints and priorities of the Community Services Department staff, at City's sole discretion. **City shall have no liability to Agency or any third party in providing any "technical" assistance.**

20.03 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

20.04 This Agreement has been made under and shall be governed by the laws of the State of Texas.

20.05 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

20.06 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

20.07 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term

of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

20.08 The parties acknowledge that they have read, understand, and intent to be bound by terms and conditions of this Agreement.

20.09 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

20.10 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

20.11 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

20.12 Prioritization. Agency and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Agency to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Agency. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Agency shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

20.13 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

20.14 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as named herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

Agency: Attn: Kelyn Wardlaw
Executive Director
3708 East 29th Steet, #219
Bryan, Texas 77802

City: Attn: Debbie Eller
Community Services Department
City of College Station
1101 Texas Ave.
College Station, Texas 77842

20.15 To the extent this Agreement is considered an Agreement for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A** Statement of Work
- B** Budget
- C** Certificates of Insurance
- D** Reimbursement Request
- E** Narrative Report
- F** Funding Sources Report

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

EXHIBIT A
DETAILED STATEMENT OF WORK

A Home Base for Transitioning Foster Youth DBA Unlimited Potential, Inc. will provide complete demolition activities of the main building, two outbuildings and various other substandard improvements to the property, including asbestos abatement of the three structures and removal of all materials and debris. Following demolition activities, the site shall be graded and prepared for maintenance and upkeep of the property until such time that future plans for the property can be determined. This project is located 1115 Anderson, College Station, Texas 77840.

**EXHIBIT B
BUDGET**

Agency: A Home Base for Transitioning Youth DBA Unlimited Potential, Inc.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the Agreement: \$345,424.00

USES OF FUNDS:

Complete demolition including asbestos abatement of the existing structure located 1115 Anderson, College Station, Texas 77840

EXHIBIT C
CERTIFICATES OF INSURANCE

**EXHIBIT D
REIMBURSEMENT REQUEST FORM**



CITY OF COLLEGE STATION
**COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
REIMBURSEMENT REQUEST FORM**

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

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

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

I hereby certify:

- The information presented on this form is true and complete to the best of my knowledge;
- All programs and services have been executed in accordance with the terms and requirements of the contract;
- All expenses for which payment is being requested herein were incurred by the above-referenced program(s);
- All approved Board minutes and agendas have been received by the Community Services Department;
- A signed and dated Client Report, Narrative Report, and Fund-Raising Report have been received by the Community Services Department;
- All supporting documentation to substantiate this request has been received by the Community Services Department.
- The agency is in full compliance with the terms and conditions of the above referenced contract.

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

II. Monitor's Certification

I have reviewed the documents submitted for the _____ quarter 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.

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Monitor

Date

III. Director of Community Services' Certification

I hereby approve payment to the agency in the amount of \$ _____.

Signature of Director of Community Services

Date

**EXHIBIT E
NARRATIVE REPORT**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NARRATIVE REPORT (FY _____)**

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).

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: _____

**EXHIBIT G
FUNDING SOURCES REPORT**

Please list amounts received for this program from all funding sources:

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

EXHIBIT H

TYPE OF ASSISTANCE PROVIDED REPORT

_____ **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

- Number of homeless persons given overnight 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 ongoing 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.