

**September 14, 2023**

**Item No. 9.7.**

**HOME-ARP Supportive Services Funding Agreement**

**Sponsor:** Raney Whitwell, Community Development Analyst

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a HOME-American Rescue Plan funding agreement in the amount of \$1,479,223 with Twin City Mission for Supportive Services to be provided to College Station residents eligible under the grant requirements.

**Relationship to Strategic Goals:**

Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

**Recommendation(s):** Staff recommends consideration of the HOME-ARP Supportive Services funding agreement with Twin City Missions in the amount of \$1,479,223.00 for the Family Support Services Program.

**Summary:** The U. S. Department of Housing and Urban Development (HUD) provided notice to all eligible grantees in June 2021 regarding a new grant opportunity through the American Rescue Plan to address the qualifying populations through four activities: Supportive Services, Rental Housing Construction, Non-Congregate Shelter, or Tenant Based Rental Assistance. As indicated in Attachment 1, staff completed research, stakeholder meetings, round table discussions, interviews with service providers, and those seeking services and it was determined that Supportive Services are the most pressing need in College Station.

The HOME-ARP Allocation Plan (Plan) was developed to meet the requirements of the grant and specify how the grant would be utilized in College Station. City Council approved the Plan on May 26, 2022 and the Plan was approved by HUD on July 8, 2022. The plan allocates \$1,740,263 according to the budget found in Attachment 2. Funds must be used to benefit College Station individuals and families in the following specified qualifying populations: homeless, at risk of becoming homeless, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, or other populations at risk of becoming homeless, including veterans and their families. The grant requires that services must be made available to all qualifying populations.

A Request for Proposal was released on May 1, 2023, seeking qualified nonprofits to administer supportive services programming. Four responses were received to the Request for Proposal. Twin City Mission, Inc. is the only applicant that proposed a program to serve all qualifying populations without restrictions. This item will allow the City Council to consider approval of a Supportive Services funding agreement in the amount of \$1,479,223.00 with Twin City Mission, Inc. to administer the Family Support Services program to eligible College Station residents. The Family Support Services program will provide supportive services, trauma-informed case management, and benefits navigation to all qualifying populations in College Station. Twin City Mission will operate the program in donated spaces to provide the services. This contract will end on September 30, 2030 or when all funds are expended, whichever occurs first.

Twin City Mission, Inc, has served homeless individuals in the Brazos Valley since 1963 and is experienced with the needs and barriers faced by these populations. This program is expected to

have a significant impact on the most vulnerable residents in our community and will assist them in working towards a stable living environment and self-sufficiency.

The approved Plan can be found at  
[www.cstx.gov/departments\\_\\_city\\_hall/commserv/development/publications](http://www.cstx.gov/departments__city_hall/commserv/development/publications)

**Budget & Financial Summary:** \$1,479,223 in HOME ARP funds are available in the 2023 Community Development Fund.

**Attachments:**

1. HOME-ARP Plan Development Process Summary
2. Proposed HOME-ARP Budget
3. 23300728 HOME-ARP Supportive Services Agreement

## Attachment 1: HOME-ARP Plan and Budget Development Process Summary

<b>Event</b>	<b>Date</b>
Continuum of Care/Homeless Providers consultation	July 26, 2021
Federal Award Notice	September 20, 2021
Required Agency Consultations/Research	January – March 2022
HOME-ARP Public Hearing	May 17, 2022
HOME-ARP plan approval by City Council	May 26, 2022
HOME-ARP Plan submitted to HUD	June 15, 2022
HOME-ARP Plan Approved by HUD	July 8, 2022
HOME-ARP Social Service HUD Discussion w/Nonprofits	July 21, 2022
Contract, RFP, Procedures and Polices Development	August 2022- April 2023
HOME-ARP RFP released	May 1, 2023
Mandatory Pre-Proposal Conference	May 19, 2023
HOME-ARP RFP Submission Deadline	June 23, 2023
RFP review and contract negotiations	June 2023- August 2023

Attachment 2: HOME-ARP Budget

**HUD Approved HOME-ARP Plan Budget**

	<b>Funding Amount</b>	<b>Percent of the Grant</b>	<b>Statutory Limit</b>
<b>Supportive Services</b>	\$1,479,223		
<b>Non-Profit Operating</b>	\$87,013	5%	5%
<b>Non-Profit Capacity Building</b>	\$87,013	5%	5%
<b>Administration and Planning (City)</b>	\$87,013	5%	15%
<b>Total HOME-ARP Allocation</b>	\$1,740,263		

<b>Proposed Twin City Mission Budget</b>		
Supportive Services		\$1,479,223
Salary	\$713,833	
Supportive Services Activities	\$708,790	
Clinical Supervision	\$9,000	
Vehicle Lease	\$33,000	
Vehicle Maintenance & Fuel	\$9,800	
Milage	\$4,800	
Non-Profit Capacity Building		\$87,013
Salary	\$53,679	
Supplies	\$3,334	
Staff Development	\$10,000	
Printing/Publication	\$7,000	
Public Awareness	\$7,000	
IT Equipment	\$6,000	
Non-Profit Operating Expenses		\$87,013
Supplies	\$9,900	
Internet	\$4,501	
Telephone	\$7,250	
Cell Phone	\$11,777	
Equipment Lease/Rental	\$2,520	
Audit	\$10,350	
Dues/Subscription & Fees	\$4,815	
Insurance	\$35,900	
<b>Total Funding Amount</b>		<b>\$1,653,249</b>

**CITY OF COLLEGE STATION  
HOME INVESTMENT PARTNERSHIP – AMERICAN RESCUE PLAN  
SUPPORTIVE SERVICES FUNDING AGREEMENT**

This HOME – ARP Supportive Services Funding Agreement (the “Agreement”) is between the City of College Station (“City”), a Texas Home Rule Municipal Corporation, and TWIN CITY MISSION, INC., (“Subrecipient”), a private non-profit agency (collectively referred to as the “Parties”).

**WHEREAS**, the City has received funds under the American Rescue Plan; and

**WHEREAS**, the City wishes to engage Subrecipient to directly provide supportive services to qualifying populations residing within the City; and

**WHEREAS**, Subrecipient desires to provide supportive services to qualifying populations residing within the City through its FAMILY SUPPORT SERVICES program;

**NOW, THEREFORE**, the Parties Agree as follows;

**ARTICLE I  
STATEMENT OF WORK**

**1.01** Subrecipient shall provide the following supportive services to qualifying populations residing within the City Limits of the City of College Station: Trauma informed Case Management, Benefits Navigation, Life and Financial Coaching, and direct client service (the “Services”), and as further described on **Exhibit A**.

**ARTICLE II  
AGREEMENT PERIOD**

**2.01** This Agreement will terminate on September 30, 2030, unless extended by a written agreement.

**ARTICLE III  
SUBRECIPIENT PERFORMANCE**

**3.01** Subrecipient shall in all aspects of its performance the Services comply with the HOME Investment Partnerships Act, 42 U.S.C. § 12701 (the “Act”) and the implementing regulations, 24 C.F.R. Part 92, the HOME Investment Partnerships Program Rules, and the HOME-ARP Program Requirements as described in Implementation Notice CPD-21-10, as revised by Notice CPD-22-13.

**3.02** Subrecipient shall perform all activities in accordance with the terms of the Performance Statement, (“**Exhibit A**”); the Budget, (“**Exhibit B**”); the Applicable Laws and Regulations, (“**Exhibit C**”); the Certifications, (“**Exhibit D**”); the Insurance Requirements and Certificates of Insurance (“**Exhibit E**”), the assurances, covenants, warranties, certifications, and all other statements made by Subrecipient in its application for the project funded under this Agreement;

and with all other terms, provisions, and requirements set forth in this Agreement.

**3.03** In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

#### **ARTICLE IV PAYMENT AND CITY OBLIGATIONS**

**4.01** Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may reimburse for actual and reasonable costs up to the amount of ONE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED TWENTY-THREE and 55/100 DOLLARS (\$1,479,223.55) that will be paid from the Fiscal Year 2022 Community Services Budget (HUD Grant Year 2021). These costs incurred by Subrecipient during the agreement period for performances rendered under this Agreement by Subrecipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Subrecipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Subrecipient under this Agreement.
- (b) City shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portion thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient, or are subject to reimbursement to Subrecipient, by any source other than City or Subrecipient.
- (c) City shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206 and Notice CPD 21-10 and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214, as revised by Notice CPD 21-10.
- (d) City shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Subrecipient before commencement or after termination of this Agreement.

#### **4.02** Limit of Liability

- (a) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed ONE MILLION FOUR HUNDRED SEVENTY-NINE THOUSAND TWO HUNDRED TWENTY-THREE and 55/100 Dollars, (\$1,479,223.55), from the HUD Grant Year 2021 Budget.**

## **ARTICLE V DISBURSEMENT OF FUNDS**

**5.01** City shall pay costs incurred which it determines are eligible and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Subrecipient 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.

**5.02** Any and all Program Income as defined in the Appendix to Notice CPD 21-10 must be disbursed by Subrecipient prior to requesting a disbursement of funds from the City.

**5.03** The Parties agree that City's obligations to make payments under this Agreement are contingent upon Subrecipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Subrecipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Subrecipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

## **ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

**6.01** Subrecipient shall comply with the requirements of 2 CFR Part 200.

## **ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS**

**7.01** Subrecipient must establish and maintain sufficient records that all funds used by Subrecipient pursuant to this Agreement benefitted individuals and families in qualifying populations, including those listed under 24 C.F.R. § 92.508, as amended by Notice CPD 21-10. The sufficiency of the records will be determined by City.

**7.02** All records pertinent to this Agreement shall be retained by Subrecipient for five calendar years has expired with the following are exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

**7.03** Subrecipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Subrecipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in a location accessible to the above-named persons and entities.

**7.04** Subrecipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

**7.05** Subrecipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

## **ARTICLE VIII REPORTING REQUIREMENTS**

**8.01** Subrecipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

**8.02** Subrecipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Subrecipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status. -add veteran status, household type, qualifying population

**8.03** Subrecipient will report any project or program delays or modifications and await City approval before proceeding.

**8.04** Subrecipient will also report any instances of fraud or program abuse to the City. Subrecipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

**8.05** Subrecipient agrees to report on a semi-annual quarterly basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-



approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

**8.06** In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Subrecipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If City withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Subrecipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

## **ARTICLE IX MONITORING**

**9.01** The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Subrecipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Subrecipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

## **ARTICLE X INDEPENDENT CONTRACTOR**

**10.01** In all activities or services performed hereunder, the Subrecipient is an independent contractor and not an agent or employee of the City. The Subrecipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Subrecipient shall supply all materials, equipment and labor required for the execution of the work hereunder. The Subrecipient shall have ultimate control over the execution of the work under this Agreement. The Subrecipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Subrecipient or any of the Subrecipient's subcontractors except to the limited extent provided for in this Agreement.

**10.02** The Subrecipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Subrecipient from its obligations to the City under this Agreement. The Subrecipient shall appoint and keep a competent program manager and any necessary assistants,

all satisfactory to the City, to act as the Subrecipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Subrecipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Subrecipient and is a breach of this Agreement.

**10.03** By entering into this Agreement, City and Subrecipient do not intend to create a joint enterprise.

## **ARTICLE XI INDEMNIFICATION AND RELEASE**

**11.01 SUBRECIPIENT 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.**

**11.02 SUBRECIPIENT 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 SUBRECEPIENT'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.**

**11.03 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.**

## **ARTICLE XII INSURANCE**

**12.01 General.** Subrecipient 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 Subrecipient, its agents, representatives, volunteers, employees, or subcontractors.

**12.02** Subrecipient'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 F**.

During the term of this Agreement Subrecipient's insurance policies shall meet the minimum requirements of this section:

**12.03 Types.** Subrecipient shall have the following types of insurance:

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

**12.04 General Requirements Applicable to All Policies.** The following General requirements applicable 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 F**; 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 named 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.

**12.05 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.

**12.06 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.

**12.07 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 named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

**ARTICLE XIII  
SUBCONTRACTS**

**13.01** Except for subcontracts to which the federal labor standards requirements apply, Subrecipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City’s prior written approval. Subrecipient shall only subcontract for

performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Subrecipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Subrecipient has obtained City's prior written approval, based on the information submitted, of Subrecipient's intent to enter into such proposed subcontract. Subrecipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Subrecipient's subcontractor(s).

**13.02** In no event shall any provision of this Article XIII, specifically the requirement that Subrecipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Subrecipient. City's approval under Article XIII does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. City maintains the right to insist upon Subrecipient's full compliance with the terms of this Agreement, and by the act of approval under Article XIII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

**13.03** Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

**13.04** Subrecipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

#### **ARTICLE XIV CONFLICT OF INTEREST**

**14.01** No employee, agent, consultant, officer, or elected official or appointed official of the City or the Subrecipient, individually known as a "Covered Person," that exercises or has exercised any functions or responsibilities with respect to HOME-ARP assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP assisted activities, is eligible to receive HOME-ARP assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-ARP funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. The City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict of interest requirements in 2

CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

## **ARTICLE XV COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**15.01** Subrecipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Subrecipient under this Agreement. Upon request by City, Subrecipient shall furnish satisfactory proof of its compliance herein.

**15.02 Equal Opportunity.** Subrecipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under this Agreement must be made available in accordance with the following requirements:

- a. The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146;
- c. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- d. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- e. The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- f. The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- g. The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

**15.03 Lobbying Disclosure Requirements.** In accordance with the requirements of 24 CFR part

87, the Subrecipient certifies, to the best of its knowledge and belief, that:

- a. 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 an 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;
- b. 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 this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and
- d. Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

**15.04 Drug-Free Workplace.** Subrecipient will comply with the drug-free workplace requirements of 2 CFR 2429.

**15.05 Faith-based activities.** Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME-ARP program in accordance with the requirement of 24 C.F.R. § 92.257, but must comply with the requirements of 24 CFR 5.109.

**15.06 Verification No Boycott.** To the extent applicable, this Agreement is subject to the following:

- a. Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Subrecipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- b. Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Subrecipient 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 Agreement against a firearm entity or firearm trade association; and
- c. Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Subrecipient herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

## **ARTICLE XVI LEGAL AUTHORITY**

**16.01** Subrecipient assures and guarantees that Subrecipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Subrecipient has obligated itself to perform hereunder.

**16.02** The person or persons signing and executing this Agreement on behalf of Subrecipient, or representing themselves as signing and executing this Agreement on behalf of Subrecipient, do hereby warrant and guarantee that they have been duly 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.

**16.03** Subrecipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Subrecipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME-ARP Program.

## **ARTICLE XVII LITIGATION AND CLAIMS**

**17.01** Subrecipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Subrecipient in connection with this Agreement; and b) any claim against Subrecipient. Except as otherwise directed by City, Subrecipient shall furnish immediately to City copies of all documents received by Subrecipient with respect to such action, proceeding, or claim.

## **ARTICLE XVIII CHANGES AND AMENDMENTS**

**18.01** Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

**18.02** It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Subrecipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME-ARP Program.



**18.03** Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 18.02 and 18.03.

## **ARTICLE XIX SUSPENSION**

**19.01** In the event Subrecipient fails to comply with any term of this Agreement, City may, upon written notification to Subrecipient, suspend this Agreement in whole or in part and withhold further payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of funds under this Agreement.

## **ARTICLE XX TERMINATION**

**20.01** The City may terminate this Agreement in whole or in part, in accordance with 24 CFR. § 85.43, 2 CFR 200.339,400, and this Article or as provided in this Agreement. In the event Subrecipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Subrecipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME-ARP awards from Subrecipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.
- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

## **ARTICLE XXI AUDIT**

**21.01** City may at any time request an audit of Subrecipient to ensure compliance under this Agreement. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Subrecipient shall have an audit made in accordance with 2 CFR Part 200 Subpart F;

- (b) At the option of City, each audit required by this Article may cover either Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds;
- (c) Unless otherwise specifically authorized by City in writing, Subrecipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. All audits performed are subject to review and resolution by City or its authorized representative.
- (d) As part of its audit, Subrecipient shall verify expenditures according to the Budget attached as **Exhibit B**.

**21.02** Notwithstanding 21.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Subrecipient agrees to permit City or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

**21.03** Subrecipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Subrecipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Agreement.

**21.04** Subrecipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Subrecipient

**21.05** All approved HOME-ARP audit reports shall be made available for public inspection within 30 days after completion of the audit.

## **ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS**

**22.01** Subrecipient 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., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Subrecipient 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.

**22.02** City shall prepare and maintain a written Environmental Review in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA).

## **ARTICLE XXIII SPECIAL CONDITIONS**

**23.01 Affirmative Marketing.** Should funds from this Agreement be used in the construction of five (5) or more dwelling units, Subrecipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Subrecipient during the marketing of the units by use of compliance certification. Where a Subrecipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Subrecipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Subrecipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Subrecipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Subrecipient to affirmatively market housing and records to assess the results of these actions. Subrecipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Subrecipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Subrecipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Subrecipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

**23.02 Enforcement of Affordability.** Subrecipient and City shall provide legally enforceable agreements consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Subrecipient must provide along with the other legal instruments an Agreement of Affordability.

**23.03 Reversion of Assets.** Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Subrecipient shall return these assets to City within seven (7) days after the date of termination.

**23.04 Flood Hazards.** Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

**23.05 Displacement, Relocation, and Acquisition.** Subrecipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Subrecipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

**23.06 Property Standards.** Subrecipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

**23.07 Fees Prohibited.** Subrecipient is prohibited from charging any servicing, origination, or other fees for the costs of administering its program hereunder, except as may be permitted by 24 CFR 92.214, and as revised by Notice CPD 21-10. All documents necessary for the conveyance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

**23.08** Funding under this Agreement is contingent upon Subrecipient meeting all terms, conditions of this Agreement.

**23.09** This Agreement and the performance hereunder may not be assigned without the express written consent of City.

**23.10** This Agreement is binding on Subrecipient's permitted assigns and successors-in-interest.

## ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

**24.01** All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

**24.02** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Subrecipient in accordance with Article III of this Agreement.

**ARTICLE XXV  
VENUE**

**25.01** For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

**List of Exhibits**

- A. Performance Statement
- B. Budget
- C. Applicable Laws and Regulations
- D. Certifications
- E. Insurance Certificates

**TWIN CITY MISSION, INC.**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED:**

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

**EXHIBIT A**  
**PERFORMANCE STATEMENT**

1. **Subrecipient** is awarded up to \$1,479,223.55 from the City of College Station FY 2022 (HUD Grant Year 2021) HOME-ARP Program. These funds must be used to provide the following supportive services to qualifying populations residing within the city limits of the City of College Station:
  - a. Trauma Informed Case Management (list and describe supportive services and state whether the supportive services are McKinney-Vento supportive services, homelessness prevention services, Housing Counseling services or some combination of the three.)
  - b. Benefits Navigation (list and describe supportive services and state whether the supportive services are McKinney-Vento supportive services, homelessness prevention services, Housing Counseling services or some combination of the three.)
  - c. Life and Financial Coaching (list and describe supportive services and state whether the supportive services are McKinney-Vento supportive services, homelessness prevention services, Housing Counseling services or some combination of the three.)
  - d. Direct provision of services for eligible expenses as listed in Notice: CPD-21-10 Section D. Supportive Services, 4,c.Eligible Cost. (list and describe supportive services and state whether the supportive services are McKinney-Vento supportive services, homelessness prevention services, Housing Counseling services or some combination of the three.)
  
2. A detailed Program Budget and cost breakdown shall be submitted by the Subrecipient to the City for review of each project for a cost or price analysis prior to the start of the project.
  
3. A final budget shall be submitted with HOME-ARP close-out information at the end this Agreement showing total costs and funding sources.
  
4. Subrecipient must provide written notification of all subcontractors to City.
  
5. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503.

**EXHIBIT B  
BUDGET**

**SOURCES OF FUNDS:**

Maximum Proceeds of grant under the agreement \$1,479,223.55

**USES OF FUNDS:**

**Supportive Services**

Salary.....	\$713,833.31
Supportive Services Activities.....	\$708,789.69
Clinical Supervision.....	\$9,000.00
Vehicle Lease.....	\$33,000.00
Vehicle Maintenance/Fuel.....	\$9,800.00
Mileage.....	\$4,800.00

**EXHIBIT C**  
**THE APPLICABLE LAWS AND REGULATIONS**

Subrecipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Subrecipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit C.

**I. CIVIL RIGHTS**

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF SUBRECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, SUBRECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. SUBRECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENT OR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS AGREEMENT, SUBRECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.



## **II. LEAD-BASED PAINT**

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

## **III. ENVIRONMENTAL STANDARDS**

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A));
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E));
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C));
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D));
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

## **IV. ACQUISITION/RELOCATION**

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

## **V. LABOR REQUIREMENTS**

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276C)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

**EXHIBIT D**  
**CERTIFICATION REGARDING LOBBYING FOR**  
**AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its 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 an 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 agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, 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 this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. 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.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT E**  
**CERTIFICATES OF INSURANCE**

**September 14, 2023**

**Item No. 9.8.**

**HOME-ARP Nonprofit Operating and Capacity Building funding agreement**

**Sponsor:** Raney Whitwell, Community Development Analyst

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding a HOME-American Rescue Plan funding agreement in the amount of \$174,026 with Twin City Mission to increase capacity for and operate the Family Support Services program for College Station residents eligible under the grant requirements.

**Relationship to Strategic Goals:**

Financial Sustainability, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

**Recommendation(s):** Staff recommends consideration of the HOME-ARP Nonprofit Operating and Capacity Building funding agreement with Twin City Mission in the amount of \$174,026 for the Family Support Services Program.

**Summary:** The U. S. Department of Housing and Urban Development (HUD) provided notice to all eligible grantees in June 2021 regarding a new grant opportunity through the American Rescue Plan to address the qualifying populations through four activities: Supportive Services, Rental Housing Construction, Non-Congregate Shelter, or Tenant Based Rental Assistance. As indicated in Attachment 1, staff completed research, stakeholder meetings, round table discussions, interviews with service providers, and those seeking services and it was determined that Supportive Services are the most pressing need in College Station.

The HOME-ARP Allocation Plan (Plan) was developed to meet the requirements of the grant and specify how the grant would be utilized in College Station. City Council approved the Plan on May 26, 2022 and the Plan was approved by HUD on July 8, 2022. The plan allocates \$1,740,263 according to the budget found in Attachment 2. Funds must be used to benefit College Station individuals and families in the following specified qualifying populations: homeless, at risk of becoming homeless, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, or other populations at risk of becoming homeless, including veterans and their families. The grant requires that services must be made available to all qualifying populations.

A Request for Proposal was released on May 1, 2023, seeking qualified nonprofits to administer supportive services programming. Four responses were received to the Request for Proposal. Twin City Mission, Inc. is the only applicant that proposed a program to serve all qualifying populations without restrictions. This item will allow the City Council to consider approval of a Nonprofit Operating and Capacity Building funding agreement in the amount of \$174,026.00 with Twin City Mission, Inc. to develop and operate the Family Support Services program. The Family Support Services program will provide supportive services, trauma-informed case management, and benefits navigation to all qualifying populations in College Station. Twin City Mission will operate the program in donated spaces to provide the services. This contract will end on September 30, 2030 or when all funds are expended, whichever occurs first.

Twin City Mission, Inc, has served homeless individuals in the Brazos Valley since 1963 and is

experienced with the needs and barriers faced by these populations. This program is expected to have a significant impact on the most vulnerable residents in our community and will assist them in working towards a stable living environment and self-sufficiency.

The approved Plan can be found at  
[www.cstx.gov/departments\\_\\_city\\_hall/commserv/development/publications](http://www.cstx.gov/departments__city_hall/commserv/development/publications)

**Budget & Financial Summary:** \$174,026.00 in HOME ARP funds are available in the 2023 Community Development fund.

**Attachments:**

1. 23300745 HOME-ARP - Nonprofit Operating and Capacity Building

**CITY OF COLLEGE STATION  
HOME INVESTMENT PARTNERSHIP – AMERICAN RESCUE PLAN  
OPERATING AND CAPACITY BUILDING ASSISTANCE FUNDING AGREEMENT**

This HOME – ARP Operating and Capacity Building Assistance Funding Agreement (the “Agreement”) is between the City of College Station (“City”), a Texas Home Rule Municipal Corporation, and TWIN CITY MISSION, INC. (“Subrecipient”), a private non-profit agency (collectively referred to as the “Parties”).

**WHEREAS**, the City has received funds under the American Rescue Plan; and

WHEREAS, Subrecipient has a current contract with City for HOME-ARP supportive services; and

**WHEREAS**, the City wishes to support the general operating costs of Subrecipient for costs not tied to a specific program but would allow Subrecipient to improve the capacity of the organization to carry out eligible core HOME-ARP activities successfully; and

**NOW, THEREFORE**, the Parties Agree as follows;

**ARTICLE I  
SCOPE OF ASSISTANCE**

**1.01** Subrecipient shall use funds received under this Agreement only for eligible general operating costs of Subrecipient (the “Expenses”), and as further described on **Exhibit A**.

**ARTICLE II  
AGREEMENT PERIOD**

**2.01** This Agreement will terminate on September 30, 2030, unless extended by a written agreement.

**ARTICLE III  
SUBRECIPIENT PERFORMANCE**

**3.01** Subrecipient shall in all aspects of its performance of this Agreement comply with the HOME Investment Partnerships Act, 42 U.S.C. § 12701 (the “Act”) and the implementing regulations, 24 C.F.R. Part 92, the HOME Investment Partnerships Program Rules, and the HOME-ARP Program Requirements as described in Implementation Notice CPD-21-10, as revised by Notice CPD-22-13.

**3.02** Subrecipient shall perform all activities in accordance with the terms of the Performance Statement, (**“Exhibit A”**); the Budget, (**“Exhibit B”**); the Applicable Laws and Regulations, (**“Exhibit C”**); the Certifications, (**“Exhibit D”**); the Insurance Requirements and Certificates of Insurance (**“Exhibit E”**), the assurances, covenants, warranties, certifications, and all other statements made by Subrecipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

**3.03** In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

#### **ARTICLE IV PAYMENT AND CITY OBLIGATIONS**

**4.01** Measure of Liability. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may reimburse for actual and reasonable costs up to the amount of **ONE HUNDRED SEVENTY-FOUR THOUSAND TWENTY-SIX** and 30/100 DOLLARS (\$174,026.30) that will be paid from the Fiscal Year 2022 Community Services Budget (HUD Grant Year 2021). These costs incurred by Subrecipient during the agreement period for performances rendered under this Agreement by Subrecipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Subrecipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Subrecipient under this Agreement.
- (b) City shall not be liable to Subrecipient for any costs incurred by Subrecipient, or any portion thereof, which have been paid to Subrecipient or which are subject to payment to Subrecipient, or which have been reimbursed to Subrecipient, or are subject to reimbursement to Subrecipient, by any source other than City or Subrecipient.
- (c) City shall not be liable to Subrecipient for any costs incurred by Subrecipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206 and Notice CPD 21-10 and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214, as revised by Notice CPD 21-10.
- (d) City shall not be liable to Subrecipient for any costs incurred by Subrecipient or for any performances rendered by Subrecipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Subrecipient before commencement or after termination of this Agreement.

**4.02** Limit of Liability

- (a) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed ONE HUNDRED SEVENTY-FOUR THOUSAND TWENTY-SIX and 30/100 Dollars, (\$174,026.30), from the HUD Grant Year 2021 Budget.**

## **ARTICLE V DISBURSEMENT OF FUNDS**

**5.01** City shall pay costs incurred which it determines are eligible and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Subrecipient 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.

**5.02** Any and all Program Income as defined in the Appendix to Notice CPD 21-10 must be disbursed by Subrecipient prior to requesting a disbursement of funds from the City.

**5.03** The Parties agree that City's obligations to make payments under this Agreement are contingent upon Subrecipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Subrecipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Subrecipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

## **ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

**6.01** Subrecipient shall comply with the requirements of 2 CFR Part 200.

## **ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS**

**7.01** Subrecipient must establish and maintain sufficient records that all funds used by Subrecipient pursuant to this Agreement benefitted individuals and families in qualifying populations, including those listed under 24 C.F.R. § 92.508, as amended by Notice CPD 21-10. The sufficiency of the records will be determined by City.

**7.02** All records pertinent to this Agreement shall be retained by Subrecipient for five calendar years has expired with the following are exceptions:



- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.
- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

**7.03** Subrecipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Subrecipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in a location accessible to the above-named persons and entities.

**7.04** Subrecipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

**7.05** Subrecipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

## **ARTICLE VIII REPORTING REQUIREMENTS**

**8.01** Subrecipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

**8.02** Subrecipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Subrecipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status. -add veteran status, household type, qualifying population

**8.03** Subrecipient will report any project or program delays or modifications and await City approval before proceeding.

**8.04** Subrecipient will also report any instances of fraud or program abuse to the City. Subrecipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

**8.05** Subrecipient agrees to report on a semi-annual quarterly basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include

the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

**8.06** In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Subrecipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Subrecipient hereunder. If City withholds such payments, it shall notify Subrecipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Subrecipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

## **ARTICLE IX MONITORING**

**9.01** The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Subrecipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Subrecipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

## **ARTICLE X INDEPENDENT CONTRACTOR**

**10.01** In all activities or services performed hereunder, the Subrecipient is an independent contractor and not an agent or employee of the City. The Subrecipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Subrecipient shall supply all materials, equipment and labor required for the execution of the work hereunder. The Subrecipient shall have ultimate control over the execution of the work under this Agreement. The Subrecipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Subrecipient or any of the Subrecipient's subcontractors except to the limited extent provided for in this Agreement.

**10.02** The Subrecipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Subrecipient from its obligations to the City under this Agreement. The Subrecipient shall appoint and keep a competent program manager and any necessary assistants, all satisfactory to the City, to act as the Subrecipient's representative and to supervise its employees

and subcontractors. Adequate supervision by competent and reasonable representatives of the Subrecipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Subrecipient and is a breach of this Agreement.

**10.03** By entering into this Agreement, City and Subrecipient do not intend to create a joint enterprise.

## **ARTICLE XI INDEMNIFICATION AND RELEASE**

**11.01 SUBRECIPIENT 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.**

**11.02 SUBRECIPIENT 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 SUBRECEPIENT'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.**

**11.03 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.**

## **ARTICLE XII**

## INSURANCE

**12.01 General.** Subrecipient 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 Subrecipient, its agents, representatives, volunteers, employees, or subcontractors.

**12.02** Subrecipient'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 F**.

During the term of this Agreement Subrecipient's insurance policies shall meet the minimum requirements of this section:

**12.03 Types.** Subrecipient shall have the following types of insurance:

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

**12.04 General Requirements Applicable to All Policies.** The following General requirements applicable 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 F**; 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 named 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.

**12.05 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.

**12.06 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.

**12.07 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 named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

**ARTICLE XIII  
SUBCONTRACTS**

**13.01** Except for subcontracts to which the federal labor standards requirements apply, Subrecipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City’s prior written approval. Subrecipient shall only subcontract for

performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Subrecipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Subrecipient has obtained City's prior written approval, based on the information submitted, of Subrecipient's intent to enter into such proposed subcontract. Subrecipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Subrecipient's subcontractor(s).

**13.02** In no event shall any provision of this Article XIII, specifically the requirement that Subrecipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Subrecipient. City's approval under Article XIII does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. City maintains the right to insist upon Subrecipient's full compliance with the terms of this Agreement, and by the act of approval under Article XIII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

**13.03** Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

**13.04** Subrecipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

#### **ARTICLE XIV CONFLICT OF INTEREST**

**14.01** No employee, agent, consultant, officer, or elected official or appointed official of the City or the Subrecipient, individually known as a "Covered Person," that exercises or has exercised any functions or responsibilities with respect to HOME-ARP assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to HOME-ARP assisted activities, is eligible to receive HOME-ARP assistance under the Program or to have a financial interest or financial benefit in any contract, subcontract, or other agreement with respect to the HOME-ARP funded activities contemplated in this Agreement, or the proceeds from such activities. This provision shall apply to both Covered Persons and those with whom they have business or immediate family ties, during their tenure with the City or Subrecipient or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a Covered Person. In the event a Covered Person, or a person with whom the Covered Person has business or family ties, is otherwise eligible and applies to the Program, Subrecipient will immediately notify the City. The City, in its sole discretion, may pursue an exception from HUD under the provisions of 24 CFR 92.356(d) to allow participation notwithstanding the conflict of interest. Only HUD may grant such an exception; neither the City nor the Subrecipient may grant such an exception on its own. Moreover, the City and Subrecipient shall comply with the conflict of interest requirements in 2

CFR 200.317 and 2 CFR 200.318 in the procurement of property and services.

**ARTICLE XV**  
**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**15.01** Subrecipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Subrecipient under this Agreement. Upon request by City, Subrecipient shall furnish satisfactory proof of its compliance herein.

**15.02 Equal Opportunity.** Subrecipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under this Agreement must be made available in accordance with the following requirements:

- a. The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR 1958 B1963 Comp., P. 652 and 3 CFR 1980 Comp., P. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR Part 107; and of the Civil Rights Act of 1964 (42 U.S. C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1;
- b. The prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing Regulations at 24 CFR Part 146;
- c. The requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8;
- d. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135;
- e. The requirements of Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR Chapter 60;
- f. The requirements of 24 CFR 92.351, 2 CFR 200.321, Executive Orders 11625, as amended, and 12432 (concerning Minority Business Enterprise), and 12138, as amended (concerning Women's Business Enterprise); and
- g. The requirements of 24 CFR 5.105(a)(2) requiring that HUD-assisted housing be made available without regard to actual or perceived sexual orientation, gender identity, or marital status and prohibiting subrecipients, owners, developers, or their agents from inquiring about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity.

**15.03 Lobbying Disclosure Requirements.** In accordance with the requirements of 24 CFR part

87, the Subrecipient certifies, to the best of its knowledge and belief, that:

- a. 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 an 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;
- b. 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 this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such lower-tier parties shall certify and disclose accordingly; and
- d. Subrecipient acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. 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.

**15.04 Drug-Free Workplace.** Subrecipient will comply with the drug-free workplace requirements of 2 CFR 2429.

**15.05 Faith-based activities.** Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME-ARP program in accordance with the requirement of 24 C.F.R. § 92.257, but must comply with the requirements of 24 CFR 5.109.

**15.06 Verification No Boycott.** To the extent applicable, this Agreement is subject to the following:

- a. Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Subrecipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- b. Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Subrecipient 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 Agreement against a firearm entity or firearm trade association; and
- c. Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Subrecipient herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

## **ARTICLE XVI LEGAL AUTHORITY**

**16.01** Subrecipient assures and guarantees that Subrecipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Subrecipient has obligated itself to perform hereunder.

**16.02** The person or persons signing and executing this Agreement on behalf of Subrecipient, or representing themselves as signing and executing this Agreement on behalf of Subrecipient, do hereby warrant and guarantee that they have been duly 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.

**16.03** Subrecipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Subrecipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME-ARP Program.

## **ARTICLE XVII LITIGATION AND CLAIMS**

**17.01** Subrecipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Subrecipient in connection with this Agreement; and b) any claim against Subrecipient. Except as otherwise directed by City, Subrecipient shall furnish immediately to City copies of all documents received by Subrecipient with respect to such action, proceeding, or claim.

## **ARTICLE XVIII CHANGES AND AMENDMENTS**

**18.01** Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

**18.02** It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Subrecipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME-ARP Program.

**18.03** Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 18.02 and 18.03.

## **ARTICLE XIX SUSPENSION**

**19.01** In the event Subrecipient fails to comply with any term of this Agreement, City may, upon written notification to Subrecipient, suspend this Agreement in whole or in part and withhold further payments to Subrecipient, and prohibit Subrecipient from incurring additional obligations of funds under this Agreement.

## **ARTICLE XX TERMINATION**

**20.01** The City may terminate this Agreement in whole or in part, in accordance with 24 CFR. § 85.43, 2 CFR 200.339,400, and this Article or as provided in this Agreement. In the event Subrecipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Subrecipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME-ARP awards from Subrecipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.
- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

## **ARTICLE XXI AUDIT**

**21.01** City may at any time request an audit of Subrecipient to ensure compliance under this Agreement. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Subrecipient shall have an audit made in accordance with 2 CFR Part 200 Subpart F;

- (b) At the option of City, each audit required by this Article may cover either Subrecipient's entire operations or each department, agency, or establishment of Subrecipient which received, expended, or otherwise administered federal funds;
- (c) Unless otherwise specifically authorized by City in writing, Subrecipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. All audits performed are subject to review and resolution by City or its authorized representative.
- (d) As part of its audit, Subrecipient shall verify expenditures according to the Budget attached as **Exhibit B**.

**21.02** Notwithstanding 21.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Subrecipient agrees to permit City or its authorized representative to audit Subrecipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

**21.03** Subrecipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Subrecipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Agreement.

**21.04** Subrecipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Subrecipient

**21.05** All approved HOME-ARP audit reports shall be made available for public inspection within 30 days after completion of the audit.

## **ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS**

**22.01** Subrecipient 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., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Subrecipient 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.

**22.02** City shall prepare and maintain a written Environmental Review in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA).

## **ARTICLE XXIII SPECIAL CONDITIONS**

**23.01 Affirmative Marketing.** Should funds from this Agreement be used in the construction of five (5) or more dwelling units, Subrecipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Subrecipient during the marketing of the units by use of compliance certification. Where a Subrecipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Subrecipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Subrecipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Subrecipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.
- (b) Records describing actions taken by the Subrecipient to affirmatively market housing and records to assess the results of these actions. Subrecipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Subrecipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Subrecipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Subrecipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

**23.02 Enforcement of Affordability.** Subrecipient and City shall provide legally enforceable agreements consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Subrecipient must provide along with the other legal instruments an Agreement of Affordability.

**23.03 Reversion of Assets.** Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Subrecipient shall return these assets to City within seven (7) days after the date of termination.

**23.04 Flood Hazards.** Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

**23.05 Displacement, Relocation, and Acquisition.** Subrecipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Subrecipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

**23.06 Property Standards.** Subrecipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

**23.07 Fees Prohibited.** Subrecipient is prohibited from charging any servicing, origination, or other fees for the costs of administering its program hereunder, except as may be permitted by 24 CFR 92.214, and as revised by Notice CPD 21-10. All documents necessary for the conveyance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

**23.08** Funding under this Agreement is contingent upon Subrecipient meeting all terms, conditions of this Agreement.

**23.09** This Agreement and the performance hereunder may not be assigned without the express written consent of City.

**23.10** This Agreement is binding on Subrecipient's permitted assigns and successors-in-interest.

## ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

**24.01** All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

**24.02** The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Subrecipient in accordance with Article III of this Agreement.

**ARTICLE XXV  
VENUE**

**25.01** For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

**List of Exhibits**

- A. Performance Statement
- B. Budget
- C. Applicable Laws and Regulations
- D. Certifications
- E. Insurance Certificates

**TWIN CITY MISSION, INC.**

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED:**

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

**EXHIBIT A**  
**PERFORMANCE STATEMENT**

1. Subrecipient is awarded up to \$174,026.30 from the City of College Station FY 2022 (HUD Grant Year 2021) HOME-ARP Program. These funds must be used only for eligible operating and capacity building assistance cost as detailed and in the amounts detailed in Exhibit B.
  
2. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503.

**EXHIBIT B  
BUDGET**

**SOURCES OF FUNDS:**

Maximum Proceeds of grant under the Agreement \$174,026.30

**USES OF FUNDS:**

**Nonprofit Capacity Building**

Salary.....	\$53,679.14
Supplies.....	\$3,333.86
Staff Development.....	\$10,000.00
Printing and Publications.....	\$7,000.00
Public Awareness.....	\$7,000.00
IT Equipment.....	\$6,000.00

**Nonprofit Operating Expenses**

Supplies.....	\$9,900.00
Internet.....	\$4,501.00
Telephone.....	\$7,250.00
Cell phone.....	\$11,777.00
Equipment Lease & Rental .....	\$2,520.00
Audit.....	\$10,350.00
Dues, Subscriptions & Fees.....	\$4,815.00
Insurance.....	\$35,900.00



**EXHIBIT C**  
**THE APPLICABLE LAWS AND REGULATIONS**

Subrecipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Subrecipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit C.

**I. CIVIL RIGHTS**

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF SUBRECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, SUBRECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. SUBRECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENT OR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS AGREEMENT, SUBRECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

## **II. LEAD-BASED PAINT**

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

## **III. ENVIRONMENTAL STANDARDS**

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A));
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E));
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C));
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D));
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

## **IV. ACQUISITION/RELOCATION**

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

## **V. LABOR REQUIREMENTS**

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276C)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)

**EXHIBIT D**  
**CERTIFICATION REGARDING LOBBYING FOR**  
**AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of its 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 an 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 agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, 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 this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. 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.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_