

**GRANT AGREEMENT UNDER COLLIN COUNTY EHLA-CV FUNDING BETWEEN  
THE CITY OF MCKINNEY**

**AND**

**«AGENCY»**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF MCKINNEY**, an at home rule municipal corporation, referred to as CITY ("City ") and **«AGENCY»** as non-profit corporation ("Agency"), acting by and through its duly authorized representative, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WHEREAS**, funds from the Collin County Emergency Housing and Living Assistance Program ("Program") known as EHLA, have been allocated to utilize funds for «Project\_Description»; and

**WHEREAS**, the City has determined that it is in the best interests of the citizens of Collin County under its Collin County ILA that the funds should be utilized for the purposes for which they were granted; and

**WHEREAS**, the City and Agency desire to enter into this Agreement to set forth the terms and conditions by which such Grant funds will be expended; and

**WHEREAS**, the City finds that expending public funds for the Grant purposes stated above is a valid public purpose.

**NOW, THEREFORE**, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereto agree as follows:

**SECTION I**

**Consideration**

In consideration of Agency performing the services as set forth in Section II, below, the City shall administer and make available Grant funds in an amount not to exceed \$«Amt\_Funded».

**SECTION II**

**Permitted Uses of Funds; Conditions of Use**

Agency shall use any and all funds furnished by City under this Agreement for the purposes set forth in Exhibit "A" and for no other purpose. Exhibit "A" is attached to this Agreement and is fully incorporated by reference.

Agency agrees the expenditure of the funds shall be completed on or before December 1, 2020. Any Grant funds remaining with Agency which are not expended or encumbered before said date shall be returned to City.

If, during the term of this Agreement, Agency wishes to utilize funds for purposes other than stated above, such change will be allowed only if the proposed change is not in violation of grant policy and applicable Federal regulations. Such change may be allowed only after written approval by the City and approval by Agency's Board, as evidenced by the official minutes of the

board authorizing the change. No expenditure of funds in conformance with the proposed change is permitted until written approval is received from the City.

Agency agrees to the General Conditions of the Grant as set forth in the attachment entitled "General Conditions of Agreement," which is made a part of this Agreement and is incorporated herein as Exhibit "B".

### **SECTION III**

#### **Disbursement of Funds**

Agency understands and agrees that Funds for mortgage, rental and utility assistance will be granted 50% at contract signing, with the remaining dispersed upon the completion of expenditures of initial funding. Grant Funds for Direct Program Costs (Administration) shall be requested on a reimbursement basis upon proof of an eligible expenditure. Agency is required to report monthly on all Rent, Utility and Food Assistance, including remaining amounts. Agency shall submit a request to City's Administrator for reimbursement of Direct Program Costs (Administration) not to exceed 10% of Rent, Utility and Food Assistance provided, on a monthly basis

The Agency shall document all eligible grant expenditures for purposes authorized by this Agreement. Expenses incurred after the termination date of this Agreement, as indicated by date of expense, invoice or bill, may not be reimbursed under this Agreement and the City shall assume no liability for their payment.

Agency shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

### **SECTION IV**

#### **Monitoring**

The City may perform periodic on-site monitoring of Agency for compliance with the terms and conditions of this Agreement. If the monitoring reveals deficiencies in the Agency's performance, Cities shall prepare a written report identifying the deficiencies and establishing a time frame for correcting the deficiencies. Failure to correct deficiencies may result in termination of this Agreement as set forth in Section X.

### **SECTION V**

#### **Record Retention**

Records must be accurate, complete and orderly. Agency shall maintain accurate records of all project activities, correspondence, project expenses, statistical records, accounting records and all other pertinent supporting source documentation, which justify all expenditures made pursuant to this Agreement, in accordance with the requirements. All income qualification information, all original books of entry, all canceled checks and any other financial records shall be retained by Agency for not less than three (3) years from the City's fiscal year in which grant funds were last expended under this Agreement. Notwithstanding the above, if there is litigation,

claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until the completion of the actions or resolutions of all issues, or the expiration of the four-year period, whichever occurs later.

All accounting procedures, records, and reports shall be available for inspection or made available for inspection to a duly authorized representative of the Cities of McKinney.

## **SECTION VI**

### **Independent Contractor**

It is understood that the City enters into this Agreement with Agency for the purposes enumerated in Section II herein, and it is understood that Agency is an independent contractor. Nothing herein shall be construed to constitute Agency as an agent, employee, or representative of the City or as expressing any intention of Agency to enter into a joint venture with Cities.

## **SECTION VII**

### **Affidavit of No Prohibited Interest**

Agency acknowledges and represents that Agency is aware of the laws related to prohibited interests found in state law, the City's Charter and the City's Code of Ordinances. Agency acknowledges and is aware that the existence of a prohibited interest at any time during the term or any extension of this Agreement will render the Agreement voidable. At the time of execution of this Agreement, a duly authorized representative of the Agency shall execute the Affidavit of No Prohibited Interest attached to this Agreement as Exhibit "C" and fully incorporated by reference.

## **SECTION VIII**

### **Insurance Requirements; Hold Harmless; Indemnification**

1. Insurance. Agency agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the types and amounts as shown in Exhibit "D", which is attached to this Agreement and fully incorporated by reference. Such insurance shall be evidenced by certificates of insurance, a copy of which shall be provided to the Administrator within ten (10) days of execution of this Agreement. Insurance provided by Agency is subject to approval by the City.

2. Hold Harmless and Indemnity. Agency shall release, defend, indemnify and hold harmless the City, its officers, elected officials, employees, volunteers, agents and insurers from and against any and all claims, actions, charges, suits and judgments (including court costs and reasonable attorney fees) whatsoever that in any way arise out of Agency's, or any other third parties for whom the Agency is responsible, performance or nonperformance of the services or work called for in this Agreement.

## **SECTION IX**

### **Term**

The term of this Agreement shall begin on June 5, 2020 and expire five (5) years from the end date of the applicable program term, ending December 4, 2020. At the expiration of this Agreement, Agency shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final report to the Cities.

## **SECTION X**

### **Termination of Agreement**

This Agreement may be terminated or suspended for reason by either party, upon thirty (30) days written notice to the other party at their address as indicated in SECTION XII, paragraph 5 of this Agreement. The City may suspend or terminate this agreement. The City or Agency may reserve the right to terminate the agreement for convenience in whole or in part, in accordance with this section.

In the event the Agreement is terminated, the Cities will require said Agency shall return all funds in its possession for which eligible expenses have not been incurred prior to the date of notification.

## **SECTION XI**

### **Revision of Assets**

Upon expiration or termination of this Agreement, Agency shall transfer to the City (1) any EHLA funds on hand at the time of expiration or termination and (2) accounts receivable attributable to the use of EHLA funds as required)

## **SECTION XII**

### **Non-Assignment**

Agency shall not assign or otherwise transfer any of Agency's obligations or duties under this Agreement without first obtaining written consent from the City Council or City Manager, as appropriate.

## **SECTION XIII**

### **Conflict of Interest**

Agency covenants and agrees that AGENCY and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by AGENCY pursuant to this Agreement will be conducted by employees, associates or subcontractors of said AGENCY. In addition, AGENCY shall comply with the requirements of Texas Government Code § 2252.908 by completing and submitting Form 1295 to the Texas Ethics Commission ("Commission") at the time AGENCY submits this signed Contract to CITY, and as follows:

Form 1295 Filing Process: The Commission has made available on its website a new filing application that must be used to file Form 1295. The AGENCY must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the AGENCY must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the CITY.

The CITY must notify the Commission, using the Commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the CITY.

Form 1295 Availability: Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For questions regarding and assistance in filling out Form 1295, please contact the Texas Ethics Commission at 512-463-5800.

**SECTION XIV**

**Miscellaneous**

1. Entire Agreement/Amendment. This Agreement and its attachments embody the entire agreement between the parties and may only be modified in writing and if executed by both parties.
2. Binding on Agency. The undersigned represents and warrants that he or she is the authorized representative of Agency and that this Agreement has been approved and accepted by the Board of Directors (or equivalent) of Agency.
3. Binding on the CITY. This Agreement shall not be considered fully executed or binding on the City until it shall have been executed by Agency and each City Manager or his designee and approved and accepted by each City Council of the City in open meeting as required by law.
4. Bankruptcy or Insolvency. If Agency (i) becomes insolvent, (ii) files a petition in bankruptcy or similar proceedings, or (iii) is adjudged bankrupt, Agency shall not make any other eligible expenditures prior to giving written notice to City of such bankruptcy or insolvency. Agency and the City shall cooperate to ensure that grant funds and grant recipients are in no way jeopardized as a result of such bankruptcy or insolvency and may terminate this Agreement without 30 days written notice for such protection.
5. Notice. Notice as required by this Agreement shall be in writing delivered to the parties as follows:

CITY

Janay Tieken, EHLA Representative/  
Administrator  
Housing & Community Development  
City of McKinney, Texas  
222 N. Tennessee Street  
P.O. Box 517  
McKinney, TX 75070  
Telephone: 972-547-7578

«AGENCY»

«CEODirector»  
«Title»  
«Address»  
«City» «ZIP»  
«PHONE»

6. Paragraph Headings. The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provisions in this Agreement.
7. Contract Interpretation. Although this Agreement is drafted by the City should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.
8. Venue. In the event of breach of this Agreement, this Agreement shall be governed by the laws of the State of Texas and exclusive venue for all causes of action shall be instituted and maintained in Collin County, Texas.

**IN WITNESS WHEREOF**, the parties have executed this Agreement by signing below.

**CITY OF MCKINNEY, TEXAS**

BY: \_\_\_\_\_  
Paul G. Grimes  
CITY MANAGER

ATTEST:

By: \_\_\_\_\_  
EMPRESS DRANE  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Houser  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **PAUL G. GRIMES**, City Manager of the **CITY OF MCKINNEY, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

«AGENCY»

BY: \_\_\_\_\_  
«CEODirector»  
«TITLE»

**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by ,«**CEODIRECTOR**» «Title» of «**AGENCY**», a Texas non-profit corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT “A”  
PERMITTED USES OF FUNDS**

**General Statement of Work Items**

**Activity**

The County has received federal funding, from the Department of the Treasury, under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter "CARES ACT") to address and respond to the effects of the COVID-19 public health emergency. Providing emergency housing and living assistance where people have become unemployed or underemployed directly as a result of the COVID-19 public health emergency is an example of an expenditure made necessary by the COVID-19 public health emergency. This program is to provide funding assistance to residents of Collin County in default or near default on the residential lease or mortgage for their housing unit, or in danger of losing their housing unit due to the effects of the COVID-19 public health emergency, and to provide for assistance with utilities and food for families whose income has been disrupted by the COVID-19 public health emergency (hereinafter "Emergency Housing and Living Assistance Program" or "Program"). The first funding release of \$30,000,000 will be available June 1, 2020.

The Cities of Allen, Frisco, McKinney, and Plano ("the Cities") are responsible for overseeing the disbursement of these funds to residents through eligible nonprofits. The Cities have selected the subrecipient under the Emergency Housing and Living Assistance Program (EHLA), (the "Program"), to provide temporary financial assistance and food services to individuals and families, impacted by the COVID-19 pandemic, who are at risk of becoming homeless.

The Agency receiving EHLA funding will also be referred to interchangeably as "Subrecipient," with regard to this funding, supported through the U.S. Department of Housing and Urban Development (HUD). The agency agrees to provide information to support subrecipient documentation, including its Tax I.D. Number, DUNS/CCR number as required by HUD. All agencies must be in good standing at the federal, state and local levels. In addition, agencies must:

- Must be registered in <https://sam.gov/SAM/> during the award period and thereafter under the record retention period.
- Submit all required 990s to the IRS and Single Audits, per 2 CFR 200, Subpart F- Audit Requirements to the Federal Clearing House at the end of its fiscal year.
- Organizations must submit reports and other required documentation timely
- Ensure there are no Conflicts of Interest, per HUD requirements

As the Subrecipient is acting on behalf of the Cities, the awarded organization will be required to assist the Cities in demonstrating accurate program benefit for the project activities implemented. Subrecipient will agree to work diligently toward the objectives outlined.

If it is determined that any of the objectives will not be completed within the identified timeframe, the Subrecipient must notify the City's representative immediately. Failure to meet the objectives may result in incidents of non-performance and may have an adverse impact on the consideration of future grant submissions of other cities.

## Scope of Service

Homelessness Prevention and Food Distribution Services may be provided in the following eligible EHLA categories:

1. Financial Assistance: short-term rental, mortgage (excluding property taxes), or utility (excluding municipal bills such as water) assistance.
2. Food Distribution: providing gift cards for food products to eligible Clients. All gift cards must be distributed by November 1, 2020.

Documentation shall be supplied to the City upon request in order for the City to fulfill its obligations under its federal grant. If this documentation is not maintained and furnished to the City on request, the City may exercise all remedies available under this Agreement, including the right to withhold payment or terminate this Agreement as described therein.

## Use of Funds

EHLA funds are to provide temporary assistance as a bridge to long-term stability. It is important to note that EHLA is not a long-term housing assistance program; and eligible Clients must be at or below 200 percent of Area Median (AMI) in Collin County.

Specific agency requirements and use of funds are as follows:

## Program Eligibility - Clients

It is not expected that all program participants will experience the same level of need or receive the same level of support. In order to receive EHLA services, individuals and families must meet the following minimum criteria:

- Individual or household must have an initial consultation, in person or remotely, with a case manager or authorized representative who can determine the appropriate level of assistance.
- Individual or household must be at or below 200% of Area Median Income (AMI) for Collin County, as provided in this RFQ.
- Individual or household must provide proof of non-retirement assets of less than \$20,000.
- Individual or household must provide documentation of a reduction in financial resources, of 25% or greater, due to the COVID-19 as of March 1, 2020 and the status of the late rent/ mortgage or utility bills.

## Performance & Reporting

The agency will be responsible for administering the awarded program in a manner satisfactory to the City in order to meet grant and compliance standards.

## Conflict of Interest

1. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by EHLA funds.
2. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by EHLA funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to EHLA -assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the EHLA -assisted activity, or with respect to the proceeds from the EHLA -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

## Records- General Information

Subrecipient shall maintain all records required pertinent to the EHLA Program. Such records include, but are not limited to:

- Records fully describing each activity undertaken, including location, its EHLA eligibility, the amount of EHLA funds budgeted, obligated and expended for the activity.
- Records required to determine the eligibility of activities;
- Records documenting compliance with the fair housing and equal opportunity components of the EHLA program.
- Records documenting compliance with all Fair Housing and Equal Opportunity regulations;
- Detailed records of the agencies organization, financial and administrative systems, and specific EHLA-funded program or activities.
- Agency shall also have required records that were provided under the awarded RFQ submission under the Responsive Checklist in Attachment B under the RFQ..

NOTE: These descriptions are brief and only provide a summary of the records required by the agency.

## Source Documentation

For eligible, reimbursable expenditures, the Subrecipient (Agency) will be required to have verifiable and accurate source documentation, applicable to Use of Funds under the grant agreement. Generally, per Use of Funds as described, applicable documentation should include:

*Time Sheets* - If your grant is intended to pay for staff salaries, time sheets and performance log must be kept for both hourly and salaried personnel. The time sheets must differentiate between actual hours worked and charged to EHLA, and hours not charged to EHLA on the same form. It must be signed by the employee, approved in writing by the supervisor and include dates of

signature. Please note that time sheets must be maintained for salaried employees, as well as hourly employees. Time charged to EHLA should only include the amount of time spent with eligible residents, or the time spent administering a particular program directly funded or leveraged by EHLA. Time spent on other activities which are not directly related to EHLA funded activity, such as fundraising or agency administration, are not eligible for reimbursement.

*Emergency Homeless Prevention* – If you are using funds for mortgage, rental or utility assistance, please keep a copy of the lease, deed of trust or utility statements you are paying in the file, along with copies of the payment. Please note: Client cannot rent from a relative, as this would not be an “arms-length transaction.”

### **Client Eligibility**

Clients served must be residents of Collin County and proof of residency must be included in each individual file. Persons and households receiving assistance through this Agreement must meet the criteria will be subject to verification and documentation. All files must have an income certification and other required forms of documentation to ensure that EHLA funds were applied and that income limits have been met.

The following priorities have been established for the use of the EHLA funds.

- Residents of Collin County that have suffered a loss of job or income (25%) or more and who are currently behind on their mortgage/rental and/or utility payments
- Residents living within Collin County with an income of 200% or below of the Area Median Income (AMI) for Collin County as defined within this RFQ.
- Residents living within Collin County with non-retirement assets of \$20,000 or less

### **Client Ineligibility**

1. Households that have already received federal CARES Act money from another agency.
2. Clients living in public housing or receiving Housing Choice Vouchers.
3. Families living in units owned by immediate family members. 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.
4. An assisted property may NOT be owned by the Proposer or the parent, subsidiary of affiliated organization of the Agency. ***Financial assistance may not be used to pay for any mortgage cost or costs needed by homeowners to assist with any fees, taxes, or other cost of refinancing a mortgage to make it affordable.***

### **Reporting: Performance & Client Data**

Subrecipients will report on performance monthly and grant closeout reports. The subrecipient shall maintain client data demonstrating client eligibility for services provided. Data may include, but not limited to client name, address, income level, or other approved basis for determined eligibility, and description of services provided. Information shall be made available to the Cities or their designees for review upon request. Case manager will also track race, ethnicity, senior and female head of household for program data resources.

A. Data Collection and Reporting Requirements

Agency must maintain Client data and documentation of the event that caused the household's income to be reduced due to the COVID-19 Pandemic at time entry into the Collin County EHLA Program. Agencies that assist Clients prior to obtaining the required program documentation will be required to repay EHLA funds provided to the Client.

Agency must submit monthly reports to the Cities using the Collin County EHLA Monthly Report Form five business days after the month's end via Zoom Grants.

B. Client Intake/Case Management

Agency must interview and verify qualifications and experience of the case manager or case managers. The Agency must also supervise the Case Manager. Case managers must ensure that Clients are:

- Evaluated and assessed for needs;
- Providing appropriate verification that the Client lives within Collin County and not within the City of Dallas, and
- Referred to other agencies to provide wrap-around social services

Case manager must obtain/secure all documentation necessary to prove the event that occurred during COVID-19 that has caused the reduction in income, verification of rent/mortgage/utility assistance due, income eligibility, and a verification of non-retirement assets of program participants.

**Income Limits**

The income of a beneficiary cannot exceed income for the Collin County area, as determined by the grant program. Individuals or household must be at or below 200% of Area Median Income. It is the Agency's responsibility to verify participant's income eligibility according the Income Limits placed below.

<b>FY 2020 Income Limit Category</b>	<b>1 PERSON</b>	<b>2 PERSON</b>	<b>3 PERSON</b>	<b>4 PERSON</b>	<b>5 PERSON</b>	<b>6 PERSON</b>	<b>7 PERSON</b>	<b>8 PERSON</b>
200% of Collin County 2020 Area Median Income Maximum	\$120,800	\$138,000	\$155,200	\$172,400	\$186,200	\$200,000	\$213,800	\$227,600

**Reimbursement Requests**

The distribution of funds will not exceed \$«Amt\_Funded» ("grant funds") to the Agency.

The Agency will receive funds directly for program assistance to residents and only administrative costs are eligible for reimbursement under this agreement. Agency will be required to report performance and expenditures on a monthly basis. Eligible expenditures must be incurred and

reimbursed during the period of June 5, 2020 through December 1, 2020. Reimbursement requests will be processed by the City upon submission and approval of documented expenditures, in a satisfactory manner following receipt of the program documents in this order:

- Copy of Request for reimbursement on the Subrecipient's Letterhead (with Identifier numbers)
- Supporting source documentation per award (i.e. timesheets, invoices, program lists, etc.)
- Proof of payment indicated agency has paid the expenditure – **prior to reimbursement request**
- Monthly activity report that includes client data and other requirements

\* Assigned purchase number and project codes must be listed on letterhead and payment form. *(This will be provided separately to the agency).*

### **Change of Address or Key Program/Financial Staff**

Subrecipient must notify the City in writing within thirty (30) days of any major change that may impact the agency and its EHLA funding. Notifications may include but not limited to: Change of Address; Change to Program/Financial Staff (including CEO/Executive Director); Change to Agency Name, Program Design or other key impacts that may involve the Subrecipient with new acquisitions, mergers or dissolution.

Notices required by this Agreement shall be in writing and delivered via mail, commercial courier, personal delivery or other electronic means. No facsimile may be accepted. All written notices shall be addressed as follows:

Janay Tieken, EHLA Cities Representative/Administrator  
City of McKinney  
Housing & Community Development Department  
222 N. Tennessee Street, P.O Box 517  
McKinney, TX 75070  
[jtieken@mckinneytexas.org](mailto:jtieken@mckinneytexas.org)

### **Performance Monitoring**

The City will monitor the agency's progress throughout the year, including the grant closeout for all funded EHLA projects. Tools used to track performance requirements will include data reviews, and performance reports.

All files, records, documents, including financial statements and data, shall be made available for review to the City, auditors, and/or any of their authorized representatives, who shall have access to and the right to audit, examine, inspect, make transcripts or excerpts of any of the above said records, documents or papers related to the Program, to meet requirements during normal business hours and any other reasonable time requested. This right also includes timely and reasonable access to the agency's personnel for the purpose of interviewing and discussion related to said documents.

This same right to review and access will be imposed upon any third party or subcontractor and it is Agency's responsibility to ensure that any contract entered into with third parties contain all necessary clauses and language required by the City to ensure compliance with this Agreement and with all federal, state, and local laws and regulations.

This section shall survive termination of this Agreement. Agency shall monitor the progress of the Program covered by this Agreement and shall submit appropriate reports to the City. The City shall monitor performance and financial and programmatic compliance. The Agency shall allow on-site monitoring of the Agency's Property and its programs as the City deems necessary and at any other time that may be required, with written notice, to determine compliance with EHLA regulations and this Agreement. The Agency shall also furnish as applicable, all information and reports required hereunder and will permit access to its books, records and accounts by the City administrative group, or any other authorized official or designee for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein under the EHLA program.

**EXHIBIT “B”  
GENERAL CONDITIONS OF AGREEMENT**

The Agency agrees to the following general conditions:

1. The Agency understands funding will be received under the contract with EHLA funds received from Collin County and agrees to comply with all applicable city, state, and federal laws, EHLA regulations and all other regulations as determined by the City.
2. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City
3. **AUDIT REQUIREMENTS:** Requirements incorporated into requirements under OMB Subpart F of 2 CFR 200 (formerly A-133). A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with § 200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
4. (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with § 200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
5. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in § 200.503 relative to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
6. **Agency must provide the City Representative with one (1) copy of each audit of Agency's financial records, which may be performed between the effective date of this Agreement and December 31, 2020.**
7. The Agency agrees to the on-site inspection of its facilities and/or programs by the City.
8. Improper use of funds awarded in the Grant may result in the termination of the Grant, forfeiture of any outstanding Grant award and/or recovery of previous payments.

9. Programs, activities, employment opportunities, etc. funded totally or partially by the City under the agreement must be made available to all people regardless of race, color, religion, gender, age, national origin, handicap, or political affiliation. Agency shall make known that use of facilities funded under this Agreement is available to all on a nondiscriminatory basis. No person shall, on the grounds of race, color, national origin, age, gender, religion, familial status or handicap status, be excluded from participation in, or be denied the benefits of, or be subjected to discrimination in any of the operations of Agency. Agency must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are accessible to persons with a handicap.
10. The Agency agrees to comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of McKinney.
11. The Agency shall comply with all Federal, State, and Local conflict of interest laws, statutes, and regulations, and said laws shall apply to all parties and beneficiaries under this Agreement, as well as to all officers, employees, and agents of the City
12. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office, or for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council under the Agreement, or any other political body.
13. The City shall have the right to review any and all contracts to be let by the Agency prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
14. This Agreement may be modified, changed, or adjusted only with the approval of the City within the approved process.
15. **Conflict of Interest.** The Agency hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties and complete the Conflict of Interest agreement questionnaire.
16. Agency shall also provide to the Administrator a report on funds provided by the City prepared at the end of each month, in accordance to the schedule received. This report will also include the total number of households served, including their ethnic origin, number in household, disability status, and whether these persons are female head of household.
17. Agency shall administer, a policy designed to ensure that its facilities are free from the illegal use, possession or distribution of drugs or alcohol.
18. Agency's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused

materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

a. Accounting Standards

Agency agrees to comply Generally Acceptable Accounting Practices (GAAP-US). Agency agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

19. An organization that participates in the EHLA program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious beliefs and may not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this part. If any organization conducts such activities, they must be offered separately, in time or location, from the programs funded by EHLA. Participation must be voluntary for the beneficiaries under the program.
20. It will be the responsibility of the Agency to participate in all appropriate training conducted by the City as it pertains to this Agreement. The City shall provide timely notice of all training activities.
21. Subrecipient (Agency) and any contractor, supplier, vendor or any third part hired by Agency to complete the Project are not agents of the City. Any provision of this Agreement that may appear to give the City any right to direct the Agency concerning the details of the obligations under this Agreement, or to exercise any control over such obligations, shall mean only that the Agency shall follow the direction of the City concerning the end result of the obligations.
22. **Civil Rights Compliance**  
The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 110603; and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
23. **Equal Opportunity and Nondiscrimination**  
The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provision in Section 109 of the HCDA is still applicable.
24. **Section 504**  
The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City of McKinney shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

25. **Equal Employment Opportunity and Affirmative Action Statement**  
Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient.
26. **Employment Restrictions, Prohibited Activity**  
The Subrecipient is prohibited from using EHLA funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
27. **Freedom of Information Act**  
This program may be subject to the Freedom of Information Act. City and Subrecipient (Agency) will protect the confidentiality of information contained herein to the extent permitted by law. Client financial information will be kept confidential to the extent permitted by law.
28. **SAM**  
Agency agrees to maintain current registration in the Federal System for Award Management ("SAM") database, <https://sam.gov/SAM/> formally known as the Central Contractor Registration under 2 CFR 176.50, and provide the Cities with its SAM registration number and legal name as entered into the SAM. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is required for registration in SAM. Both SAM and DUNS registration are free.
29. **Drug Free Workplace**  
The Agency will provide a drug-free workplace. Agency will comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. Agency shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto and made a part hereof by this reference. Agency shall ensure that the provisions of the clauses in the Exhibit are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. Agency will complete this certification and a copy shall be kept in the files of each of the parties of this Agreement.

**EXHIBIT "C"**  
**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this Agreement, an interest that violates the City Charter under Section 166 or City Code of Ethics.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this Agreement will render the Agreement voidable.

**«AGENCY»**

\_\_\_\_\_  
«CEODirector»  
«TITLE»

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

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT “D”  
INSURANCE REQUIREMENTS**

- A. Before commencing work or executing a program funded in full or in part with the EHLA Program), the vendor (Agency/Subrecipient) shall at its own expense procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to each City for which the agency has assigned zip codes of performance.
- B. The Agency shall furnish certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions.

Certificate shall reference the awarded agency identifier number and MUST be addressed as follows:

COLLIN COUNTY EMERGENCY HOUSING &  
LIVING ASSISTANCE PROGRAM  
Risk Management  
c/o Housing & Community Development Department  
P.O. Box 517  
222 N. Tennessee Street  
McKinney, TX 75070

**Before the grant agreement is fully executed by the agency, awarded agencies must submit the ACORD to the following grant contact by email for compliance: Janay Tieken, [jtieken@mckinneytexas.org](mailto:jtieken@mckinneytexas.org).**

- 1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per-occurrence, \$500,000 Products/Completed Operations Aggregate and \$500,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
  - 2. Business Automobile Liability Insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.
- B. With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:
- 1. The City of McKinney, its officials, employees, officers, volunteers, boards and commissions shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
  - 2. All insurance policies shall be endorsed to the effect that City of McKinney will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

**EXHIBIT "E"**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

THE UNDERSIGNED CERTIFIES TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THAT:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of 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.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for the purpose of 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 undersigned shall complete and submit federal Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 United States Code § 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:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency/Subrecipient

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

## **Exhibit “F” Budget**

The agency will be required to submit the final budget for the awarded project as an attachment, Exhibit “F” to this document, using the EHLA Form.

## **Exhibit "G"**

### **Internal Controls**

Subrecipient shall operate the awarded Program funded through the EHLA Program according to the following applicable guidelines:

1. Any equipment, furnishings, and any other usable item purchased with the EHLA Program contribution to Subrecipient for use in the Program shall be kept on an inventory and shall be made available to the Cities for disposition upon termination of the EHLA assistance and records retention review of the Subrecipient.
2. Subrecipient hereby agrees to maintain accounting systems with internal controls to safeguard the City and EHLA funds and assets, provide for accurate financial data, promote operational efficiency, and foster compliance with generally accepted accounting principles.
3. Subrecipient's accounting records must adequately identify the receipt and expenditure of all EHLA funds for each budget line item. There must be a separate accounting for each budgetary allocation as approved. Cash receipts and expenditures from other sources must be accounted for separately from EHLA funds; therefore, if Subrecipient maintains a common account for both EHLA and other funds, the accounting system must provide for the clear and easy identification of EHLA funds.
4. Accounting and related records of Subrecipient shall comprise the following as a minimum:
  - a. *Voucher System*: All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
  - b. *Books of Original Entry*: Cash receipts and disbursements journal, general ledger. *Chart of Accounts*: Listing of accounts must be maintained in the accounting system.
  - c. *Personnel Records*: A separate personnel file shall be maintained for each EHLA Program employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
  - d. *Attendance Records*: Attendance records (individual time sheets) shall be maintained for all personnel paid with EHLA funds that are involved in operating the Subrecipient Program. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. Daily attendance records must support budgetary charges for payroll purposes.
  - e. *Payroll Records*: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the budget submitted to the Cities' designee. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review for monitoring as required.
  - f. *Checking Accounts*: A monthly bank reconciliation shall be conducted by Subrecipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks.

Check stubs, canceled checks, and deposit slips must be readily available for audit purposes, either manual or electronic copies.

- g. Inventories:** Subrecipient, as are all EHLA program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies. **Equipment purchases are not eligible to be purchased with EHLA funds.**
- h. Property Records: Property is not eligible to be purchased with EHLA funds.**

- 5. Subrecipient, should maintain records in an orderly manner, with separate identification for different Federal fiscal periods. Records must be protected from fire or other perils, and if stored in a location other than the Program site, shall be readily accessible to the City staff, officials and others who may be authorized to examine such records. Subrecipient is required to submit a statement in writing, 30 days after the execution of this contract, indicating measures taken or planned to be taken (including dates) with regard to adequate protection of records from fire. Failure to do so may constitute a default of this agreement resulting in suspension of reimbursement until said documentation is submitted.

**Exhibit “H”**  
**Certification Regarding Drug-Free Workplace Requirements**

The certification set out below is a material representation upon which reliance is placed by the City and the U.S. Department of the Treasury under the CARES ACT, in awarding the grant. If it is later determined that Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the Cities and/or the U.S. Department of the Treasury under the CARES ACT in addition to any other remedies available to the Federal Government, may act authorized under the Drug-Free Workplace Act. Subrecipient will comply with the other provisions of the Act and with other applicable laws.

**CERTIFICATION**

1. Subrecipient certifies that it will provide a drug-free workplace by:
  - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Subrecipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - B. Establishing an ongoing drug-free awareness program to inform employees about:
    1. the dangers of drug abuse in the workplace;
    2. Subrecipient’s policy of maintaining a drug-free workplace;
    3. any available drug counseling, rehabilitation, and employee assistance programs; and
    4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
  - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - E. Notify the City in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

2. Subrecipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, City, county, state, zip code and total estimated number of employees). Subrecipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City, immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE**

**FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

**NAME OF SUBRECIPIENT: «AGENCY»**

**Program Name:**

COLLIN COUNTY EMERGENCY HOUSING AND LIVING ASSISTANCE PROGRAM

**Grant:** «Use\_of\_FundsPurpose»

**Date:** June 5, 2020 through December 4, 2020

The subrecipient shall insert in the space provided below the site(s) expected to be used for the performance of work covered by the certification:

Place of Performance (include street address, City, county, state, zip code for each site):

«Program\_Location»

**ATTEST:**

**«AGENCY»**

\_\_\_\_\_

Date

By:

\_\_\_\_\_ «Title»

**ATTESTATION**

I, «**CEODirector**», of sound mind and at least eighteen (18) years of age. My position is «**Title**» of «**AGENCY**». I am familiar with the activities of «**AGENCY**» including its status as a non-profit corporation. I do hereby affirm to the best of my knowledge that «**AGENCY**» currently valid as a Texas non-profit corporation, and has not had nor in the reasonably foreseeable future is likely to have its status as a Texas non-profit corporation revoked.

**«AGENCY»**

\_\_\_\_\_  
«**CEODirector**»  
«**Title**»

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF COLLIN       §**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas