

# SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF KILLEEN, TEXAS  
AND  
HILLCOUNTRY COMMUNITY ACTION AGENCY  
FOR

**PURCHASE OF COMMERCIAL KITCHEN EQUIPMENT LOCATED INSIDE OF THE AVANTI LEGACY SENIOR HOUSING AFFORDABLE HOUSING DEVELOPMENT FOR THE BENEFIT OF THE MEALS ON WHEELS PROGRAM**

THIS AGREEMENT entered this 17 day of September 24, 2022 by and between the **City of Killeen, Texas** (herein called the "Grantee") and **Hill Country Community Action Agency, not-for-profit corporation organized pursuant to the Not-For Profit Corporation Law of the State of Texas**, (herein called the "Subrecipient") collectively referred to as the "Parties".

WHEREAS, on March 11, 2021, the American Rescue Plan Act (H.R. 1319) §4001 ("ARPA") was signed into law providing federal funding for relief for American workers, families, industries, and state and local governments; and

WHEREAS, on April 1, 2022, the United States Department of Treasury released the final rule on allowed uses of funds and allocated three hundred and fifty billion (\$350) for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund; and

WHEREAS, the Grantee desires to allocate a portion of its share of ARPA Fund allocation to the Subrecipient to assist the non-profits within the City of Killeen that have suffered negative economic impact as a result of the COVID-19 public health emergency; and

WHEREAS, under section 602 (c)(3) of ARPA, the Grantee may transfer funds to non-profit entities for the purpose of meeting ARPA's goals; and

WHEREAS, the Subrecipient has presented a request and was awarded funding from the City of Killeen through the Adopted FY 2022, American Rescue Plan Potential Uses adopted by City Council September 14, 2021, for an authorized amount of \$200,000.00, under OR-21-016 to be used for the Meals on Wheels Program; and

WHEREAS, the awarded funding will be disbursed to subrecipient after execution of this agreement; and

NOW, THEREFORE, it is agreed between the Parties hereto that,

## **I. SCOPE OF PROJECT**

### **A. Activities**

The Subrecipient delivers comprehensive services for the elderly population in the community. One core program includes senior nutrition and home delivered nutritious meals. The Subrecipient shall purchase new commercial kitchen appliances to be utilized to operate the Meal on Wheels Program. The operation includes the preparation and delivery of meals to the participating low to moderate income senior population in the community.

The subrecipient shall complete the funded activity and/or program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

B. Public Purpose

All activities funded with said grant funds must meet a public purpose. The public purpose for this grant awarded will be for the promotion of public health, providing funding for the purchase of new commercial kitchen appliances for the operation of the Meals on Wheels program. The subrecipient certifies that the activity carried out under this Agreement will meet the public purpose.

**The project documents will be maintained at the Hill Country Community Action Association, Inc. located at 2905 W Wallace San Saba, TX, 76877.**

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment will include the purchase of new commercial kitchen appliances.

The Subrecipient agrees to provide the following levels of program services:

- The funding provided in this agreement will allow for the purchase of new commercial kitchen equipment and future relocation of Meals on Wheels Program operations to a new facility for efficient and cost-effective delivery of services in the City of Killeen. Specifically, services are targeted towards low to moderate income seniors residing in the City of Killeen.

II. Performance Monitoring

The Subrecipient shall facilitate Grantee access and review of the Subrecipient's internal controls; records supporting agreement compliance and analysis; and any program files related to the project expenditures.

III. TIME OF PERFORMANCE

Funds will be allocated for the project by December 31, 2024, and unless otherwise indicated and approved by Grantee, the project shall be completed, and funds expended by December 31, 2026.

Subrecipients not in compliance with this period are subject to the revocation of grant funding and the cancellation of project. All projects shall stay on schedule as presented in the grant application and detailed in this section. Deviation from this schedule must be approved by the Grantee prior to commencement of action(s) causing change by the Subrecipient. Action taken without prior written approval and amendment to this Agreement will subject the project to grant funding revocation.

IV. BUDGET

Project budget is described on the following expense summary.

EXPENDITURE CATEGORY	DESCRIPTION	City of Killeen General Fund	PUBLIC/ PRIVATE SOURCE	PROJECT TOTAL
<b>Hill Country Community Action- Meals on Wheels Program</b>				
Public Purpose – Equipment to perform Supportive Services for Seniors.	Cost associated with purchasing equipment supporting the low-to-moderate income senior population within the City of Killeen through the Meals on Wheels Program.	\$200,000.00	n/a	\$200,000.00
<b>TOTAL PROJECT COSTS</b>		<b>\$200,000.00</b>		<b>\$200,000.00</b>

**No changes in a currently approved agreement budget shall be made or approved during the last thirty (30) days of the grant period.**

**V. PROCUREMENT, PAYMENT, AND REPORTING PROCEDURES**

1. Procurement

Subrecipient acknowledges and agrees to follow Grantee’s procurement guidelines and acknowledges and agrees to comply with ARPA terms as outlined in Exhibit A, which is attached and incorporated herein this Agreement, 2 C.F.R. § 200.326 and 2 C.F.R. Part 200.

2. Payment Procedures

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement, **\$199,964.21 of which will be disbursed directly to the Subrecipient upon submission of financial request for reimbursement for costs associated with the purchase of commercial kitchen equipment for the operations of Meals on Wheels Program.**

Funding will be disbursed to reimburse for eligible costs incurred and paid by Subrecipient and authorized by the project budget.

No funds shall be distributed until Subrecipient submits required documentation to Grantee and disbursement of said funds is expressly approved and authorized. The subrecipient shall submit the following documentation with reimbursement request; a) copies of cancelled checks, paid invoices and packing slips, and (b) documents that would customarily be required by lenders and other participants in transactions for the finance and/or purchase of machinery and equipment.

Reimbursement requests will be submitted within fifteen (15) days after the last day of each month. No reimbursement request will be processed until all required information and documentation is submitted accurately.

Unless the Grantee authorizes otherwise, Subrecipient shall submit final reimbursement requests to Grantee not later than twelve (12) months from the date of this Agreement. Grantee, in its sole and absolute discretion, may reject a reimbursement request submitted by Subrecipient after said deadline.

Grantee shall make its best efforts to review the reimbursement request, including all supporting documentation required to be submitted in connection with the reimbursement request, approve of such request and disburse the funds to Subrecipient within thirty (30) days from Grantee's receipt thereof.

3. Progress Reports

Subrecipient shall file quarterly reports with Grantee no later than the fifteenth (15<sup>th</sup>) day of the month following the end of the quarter as follows:

**First Quarter – October 1 through December 31 - first quarter report due January 15.**

**Second Quarter – January 1 through March 31 - second quarter report due April 15.**

**Third Quarter – April through June - third quarter report due July 15.**

**Fourth Quarter – July through September – fourth quarter report due October 15.**

In the event the report or payment request due date is on a weekend or holiday recognized by Grantee, the report will be due on the following business day. (Example – January 15<sup>th</sup> is on Sunday – the quarterly report will be due the next business day of January 16<sup>th</sup>; the monthly reimbursement request is due on August 15<sup>th</sup> the request will be due on August 16<sup>th</sup>.)

Subrecipient shall submit a final report to the Grantee in the form, content, and frequency as required by the Grantee.

VII. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, sent by facsimile, sent via personal communication (email) or other electronic means. Notices shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

**Grantee**

**Tiffany McNair, Executive Director**

Name and Title

**CITY OF KILLEEN, TEXAS**

Grantee

**101 North College Street**

Address

**KILLEEN, TX 76541**

City, State, Zip Code

**254-501-7844**

Telephone

**tmcanair@killeentexas.gov**

**Subrecipient**

**Ashley Johnson, CEO**

Name and Title

**Hill Country Community Action**

Subrecipient

**2905 W Wallace Street**

Address

**San Saba, TX 76877**

City, State, Zip Code

**325.372.5167**

Telephone

**ajohnson@hccaa.com**

## VIII. SPECIAL CONDITIONS

The following SPECIAL CONDITIONS apply to this Agreement:

UNIVERSAL NUMBERING SYSTEM and SYSTEM FOR AWARD MANAGEMENT (SAM):

The Subrecipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

EXCHANGE or CREDIT OF FUNDS:

The Subrecipient, shall not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for the program(s) or activity(ies) consistent with and eligible under the public purpose.

**Grantee shall always have access to Subrecipient's records during the term of the Agreement and for three (3) years following the completion of the Agreement term.**

**Subrecipient shall retain records for three (3) years after completion of Agreement term.**

## IX. GENERAL CONDITIONS

### A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall, at all times, remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

### B. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### C. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement as required by State law.

### D. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect assets purchased un this Agreement from loss due to theft, fraud, and/or undue physical damage.

E. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include reference to the support provided herein in all publications made possible with funds made available under this Agreement by including one or more of the authorized “city recognition logos”.

***“This program is funded in part by the City of Killeen”***

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each Party to this Agreement, and approved by the Grantee and Subrecipient’s respective governing bodies. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

G. Suspension or Termination and Remedies for Non-Compliance

The Grantee may suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies, or directives as may become applicable at any time.
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

**X. ADMINISTRATIVE REQUIREMENTS**

A. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Grantor that are pertinent to the project to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of the project undertaken with said funds, including property location, which shall be stored and utilized in Killeen, the amount of funds budgeted and expended for the project and the provision under which it is a basic eligible expense.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of three (3) years. The retention period begins on the date that the Agreement terminates or ends. 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 three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of five years, whichever occurs later.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements for the ARPA funding are completed. Activities during this close-out period may include invoices, purchase agreements, and reporting of disposition of property. include, Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over said funds.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with The Constitution of the State of Texas, Texas Fair Housing Act, Texas Property Code Chapter 301 and the Texas Labor Code, Chapter 21, and 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 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. 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 provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. 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 Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Businesses (WMBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are defined as having an ethnic background consisting of Asian, Black, Hispanic, East Asian Indian, and/or Native American. The minority group members must be residents with rights as a U.S. Citizen. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records



The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein for personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

4. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

**XIV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**XV. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XVI. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVII. ENTIRE AGREEMENT**

This is the entire Agreement and understanding between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, GRANTEE and SUBRECIPIENT have signed one (1) original Agreement, to be retained by GRANTEE and by SUBRECIPIENT. All portions of Agreement documents are signed and identified by GRANTEE and SUBRECIPIENT.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTEE: CITY OF KILLEEN

SUBRECIPIENT: Hill Country Community Action Association, Inc.

Ashley Johnson

Digitally signed by Ashley Johnson  
Date: 2024.07.24 10:14:15 -0500

\_\_\_\_\_  
LAURIE WILSON, ASSISTANT CITY MANAGER

\_\_\_\_\_  
Ashley Johnson, CEO

\_\_\_\_\_  
ATTEST

Fed. I. D. # 74-1547195

D.U.N.S. # 097052021

U.E.I. # GF62XK6FHZK1

STATE OF TEXAS            §  
COUNTY OF BELL         §

**BEFORE ME**, a Notary Public, on this day personally appeared \_\_\_\_\_ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_  
(Seal)

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