

FUNDING AGREEMENT

AGREEMENT BETWEEN THE CITY OF KILLEEN, TEXAS AND FAMILIES IN CRISIS FOR Friends In Crisis Program

This Recipient-Funding Agreement (hereinafter the "Agreement") is entered on this ____ day of _____, 2025 by and between the **City of Killeen, Texas** (herein called the "City") and **Families In Crisis, Inc., a non-profit entity whose principal place of business is located at 1305 E. Rancier Blvd., Killeen, Bell County, Texas 76541**, (herein called the "Recipient") collectively referred to as the "Parties".

WHEREAS, on November 15, 2024, the Recipient submitted a written request to the City for monetary support for the operation of its homeless shelter; and

WHEREAS, the City has surplus funds from FY 23-24, which will be available for use in FY 24-25; and the City of Killeen City Council authorized a **Three-Hundred and Fifty Thousand Dollars (\$350,000.00) funding award to Families In Crisis, Inc.**, located in **Killeen, Bell County, Texas**, from the City of Killeen General Fund; and

WHEREAS, the Recipient has presented a request **in an amount of \$350,000.00 to be used for the Friends In Crisis Program; and**

WHEREAS, the City of Killeen's award funding will be disbursed to Recipient upon execution of this Agreement and per the terms of this Agreement; and

WHEREAS, the City wishes to engage the Recipient to assist the City in utilizing such funds for a public purpose;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering FY 24-25 funded activity and/or program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Non-Profit Organization program: access to emergency shelter, access to stabilized housing programs and supportive services benefiting unhoused persons, to wit.

B. Public Purpose

All activities funded with said award funds must meet a public purpose. The public purpose for this award is defined as a program that will provide emergency shelter, access to stabilized housing programs and supportive services to unhoused persons in the City of Killeen by providing

emergency shelter to unhoused persons and direct assistance to bridge the gaps between housing assistance and needed resources for permanent, stabilized housing. The Recipient certifies that the activity(ies) carried out under this Agreement will meet the public purpose.

The documents, program administration and record retention will be maintained at Families In Crisis located at 1305 E. Rancier Blvd, Killeen, TX, Bell County, Texas.

Recipient shall use said award to provide emergency shelter, access to stabilized housing programs and supportive services to unhoused persons in the City of Killeen by providing emergency shelter to unhoused persons and direct assistance to bridge the gaps between housing assistance and needed resources for permanent, stabilized housing. No funds shall be distributed until Recipient submits required documentation to the City of Killeen through the City Manager and disbursement of said funds is expressly approved and authorized by said Manager.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment will include such measures as the number of individuals served with the Friends In Crisis Program that provides emergency shelter, access to stabilized housing programs and supportive services to unhoused persons in the City of Killeen.

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

Homeless is a growing issue across the United States. In Killeen, there is a homelessness crisis that requires intervention and mitigation through access to emergency shelter and supportive services to access permanent housing solutions. Families In Crisis has operated and staffed a homeless shelter, Friends In Crisis, since 2015. The funding provided in agreement with allow for a continuation of services through September 30, 2025.

II. **Performance Monitoring**

The Recipient shall facilitate City access and review of the Recipient's internal controls; records supporting Agreement compliance and analysis; and any program files related to the program expenditures and program participants.

III. **TIME OF PERFORMANCE**

Services of the Recipient shall start on **1st day of March, 2025, and end on the 30th day September of 2025.** The term of this Agreement and the provisions herein may be extended, in writing under an Agreement Addendum, to cover any additional time during which the Recipient is permitted to remain in control of award funds.

Unless otherwise indicated and otherwise approved by City, Recipient must complete program by the last day of the fiscal year in which the funds are granted.

At any time the Recipient is not in compliance with this period, the Recipient is subject to the revocation of the award funding and the cancellation of project. All projects shall stay on schedule as presented in the funding request and detailed in this section. Deviation from this schedule must be approved by the City Manager prior to commencement of action(s) causing change by the

Recipient. Action taken without prior written approval and amendment to this Agreement will subject the project to award 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
Friends In Crisis Program				
Public Purpose – Housing Support: Services for Unhoused Persons.	Cost associated with supporting unhoused persons within the City of Killeen by operating an emergency shelter and providing access to stabilized housing programs and supportive services.	\$350,000.00	n/a	\$350,000.00
TOTAL PROGRAM COSTS		\$350,000.00		\$350,000.00

Prior to expending funds for items not included as part of the approved budget or in amounts exceeding those for approved line items, or for items not within the scope of the work plan, the Recipient must receive prior written permission from the City Manager.

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

VI. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement, shall not exceed **\$350,000.00 of which will be disbursed on a reimbursement basis, monthly directly to the Recipient for the Friends In Crisis Program operations and program.**

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:

City

Kent Cagle

Name and Title

CITY OF KILLEEN, TEXAS

Recipient

William Hall, Executive Director

Name and Title

Families In Crisis, Inc.

City	Recipient
101 North College Street	1305 E. Rancier Blvd.
Address	Address
KILLEEN, TX 76541	Killeen, TEXAS 76541
City, State, Zip Code	City, State, Zip Code
254-501-7700	254-634-1184
Telephone	Telephone
kcagle@killeentexas.gov	doo@familiesincrisis.net
Email	Email

VIII. SPECIAL CONDITIONS

The following SPECIAL CONDITIONS apply to this Agreement:

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

The Recipient 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 Recipient, 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.

City shall always have access to Recipient's records during the term of the Agreement for three (3) years following the completion of the Agreement term.

Recipient 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 Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

B. Hold Harmless

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

C. Workers' Compensation

The Recipient 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 Recipient shall carry sufficient insurance coverage to protect agreement assets from loss due to theft, fraud, and/or undue physical damage.

E. City Recognition

The Recipient shall insure recognition of the role of the City 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 Recipient 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" as provided and/or the following reference statement on the front cover, title page, etc.:

"This program is funded in part by the City of Killeen"

F. Amendments

The City or Recipient 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 Recipient's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Recipient from its obligations under this Agreement.

The City 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 City and Recipient.

G. Suspension or Termination and Remedies for Non-Compliance

The City may suspend or terminate this Agreement, in whole or in part, if the Recipient 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 laws, statutes, ordinances, regulations, executive orders, guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Recipient 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 Recipient to the City of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the City or the Recipient, 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 City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

X. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken with said funds, including its location, the amount of funds budgeted, obligated and expended for the activity and the provision under which it is a basic eligible activity;
- b. Records demonstrating that each activity undertaken meets a public purpose of the grant program;
- c. Records required to determine the eligibility of activities;

2. Retention

The Recipient 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 the five-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, , other basis for determining eligibility, and description of service provided. Such information shall be made available to City or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Recipient's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian. Recipient shall ensure protection and privacy of individuals' information stored electronically or in paper form, in accordance with the Privacy Act of 1974, as amended and other federal privacy-related laws, guidance, and best practices. Compliance includes: limiting collection of personally identifiable information (PII) and sensitive personally identifiable information (SPII); manage access to PII and SPII by:

- i. only sharing or discussing PII with those who have a need to know for work purposes;
- ii. do not distribute or release SPII to others until a release is authorized;
- iii. before discussing SPII on the telephone, confirm you are speaking to the right person and do not leave messages containing SPII on voicemail;
- iv. avoid discussion PII in the presence of unauthorized persons;
- v. treat notes and minutes of conversations as confidential unless verification is made regarding the absence of PII/SPII;
- vi. protect hard copy and electronic files containing SPII;
- vii. protect electronic transmission of sensitive PII via facsimile, personal communication (email), shared electronic drives, multi-access calendars and the like with encryption;
- viii. protect hard copy files containing PII and SPII;
- ix. follow written records management, retention, and disposition policies, and shred paper containing PII/SPII;
- x. sanitize PII/SPII from all computer storage drives and other electronic storage devices; and
- xi. immediately report all suspected compromises in accordance with written policies and immediately report the incident to the City of Killeen Community Development Department, or local law enforcement authorities. Do not email sensitive personal identifying information to email accounts when the information being transferred is not encrypted.

5. Close-outs

The Recipient'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, and accounts receivable to the City. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over said funds.

B. Reporting and Payment Procedures

1. Payment Procedures

The City will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and City policy concerning payments. Payment will be made for eligible expenses actually

incurred by the Recipient, and not to exceed actual cash requirements. In addition, the City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Recipient.

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 is submitted accurately.

2. Progress Reports

Recipient shall file quarterly reports with City no later than the 15th 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, the report will be due on the following business day. (Example – January 15th is on Sunday – the quarterly report will be due the next business day of January 16th; the monthly reimbursement request is due on August 15th the request will be due on August 16th.)

The Recipient shall submit a final report to the City in the form, content, and frequency as required by the City.

C. Travel

The Recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

XI. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient 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 Recipient 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 Recipient 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 City and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, 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 Recipient 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 shall provide the Recipient 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 Recipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Recipient to assist in the formulation of such program. The Recipient 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 Recipient 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 Recipient 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 Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Recipient 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 Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient 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 Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Recipient from the City 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 City.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process

The Recipient 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 City along with documentation concerning the selection process.

3. Copyright

If this agreement results in any copyrightable material or inventions, the City and/or grantor agency 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 Recipient 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 City's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XVII. ENTIRE AGREEMENT

This agreement between the City and the Recipient 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 City and the Recipient with respect to this Agreement.

SIGNATURE PAGE FOLLOWS

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

Executed this _____ day of _____, _____.

CITY: CITY OF KILLEEN

RECIPIENT:

**KENT CAGLE,
CITY MANAGER**

**WILLIAM HALL, EXECUTIVE DIRECTOR
FAMILIES IN CRISIS**

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