

SUBRECIPIENT AGREEMENT

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

THIS AGREEMENT entered this 11th day of January, 2024 by and between the **City of Killeen, Texas** (herein called the "Grantee") and **Families In Crisis, Inc., an non-profit entity**, (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 \$350 billion for state, local, territorial, and Tribal governments from the American Rescue Plan Act Fund; and

WHEREAS, the Grantor desires to allocate a portion of its share of ARPA Fund allocation to the "ARPA Non-Profit Homelessness Service Providers" to assist 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 Grantor may transfer funds to an entity for the purpose of meeting ARPA's goals; and

WHEREAS, the Grantee has received funds from proceeds from the American Rescue Plan Act; and the City Council of the City of Killeen authorized a **\$350,000.00 grant to Families In Crisis, Inc., Killeen, Bell County, Texas**, from the City of Killeen General Fund; and

WHEREAS, the Subrecipient has presented a request and received funding from the **City of Killeen from the Annual Budget and Plan of Municipal Services FY 23-24, an authorized amount of \$350,000.00, under Ordinance No. 23-072 to be used for the Friends In Crisis Program**; and

WHEREAS, the City of Killeen's funding will be disbursed to subrecipient upon execution of agreement; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

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

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering FY 23-24 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. 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 grant funds must meet a public purpose. The public purpose for this grant 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 Subrecipient 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 the Families In Crisis located at 1305 E. Rancier Blvd, Killeen, TX, Bell County, Texas. Persons from within the jurisdiction of Killeen will be served through the FRIENDS IN CRISIS PROGRAM

Subrecipient shall use said grant 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 Subrecipient 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 Subrecipient agrees to provide the following levels of program services:

The pandemic has disproportionately impacted unhoused persons. 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, 2024.

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 program expenditures and program participants.

III. TIME OF PERFORMANCE

Services of the Subrecipient shall start on **1st day of March, 2024, and end on the 30th day September of 2024**. 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 Subrecipient is permitted to remain in control of grant funds.

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

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 City Manager 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
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 Subrecipient 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 grant period.

VI. PAYMENT

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

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

Kent Cagle

Name and Title

CITY OF KILLEEN, TEXAS

Grantee

101 North College Street

Address

KILLEEN, TX 76541

City, State, Zip Code

254-501-7700

Telephone

kcagle@killeentexas.gov

Email

Subrecipient

William Hall, Executive Director

Name and Title

Families In Crisis, Inc.

Subrecipient

1305 E. Rancier Blvd.

Address

Killeen, TEXAS 76541

City, State, Zip Code

254-634-1184

Telephone

doo@familiesincrisis.net

Email

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 grant 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 agreement assets 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" 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 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 Subrecipient's governing body. 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 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 Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of two (2) 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 two-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 Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, other basis

for determining eligibility, and description of service provided. Such information shall be made available to Grantee or their designees for review upon request.

4. Disclosure

The Subrecipient 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 Grantee's or Subrecipient'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. Subrecipient 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 Subrecipient's obligation to the Grantee 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 Grantee. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over said funds.

B. Reporting and Payment Procedures

1. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payment will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash

requirements. In addition, the Grantee reserves the right to liquidate funds available under this agreement for costs incurred by the Grantee on behalf of the Subrecipient.

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

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

C. Travel

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

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. Approvals

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

b. Content

The Subrecipient 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 Subrecipient shall undertake to insure 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 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 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 agreement 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 11th day of January, 2024.

GRANTEE: CITY OF KILLEEN

KENT CAGLE, CITY MANAGER

SUBRECIPIENT:

William R Hall
WILLIAM HALL, EXECUTIVE DIRECTOR

ATTEST

Fed. I. D. # 74-2172517

D.U.N.S. # 181990318

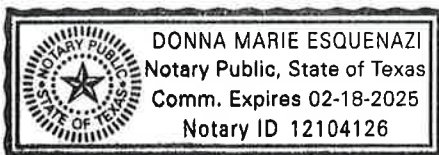
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STATE OF TEXAS §
COUNTY OF BELL §

BEFORE ME, a Notary Public, on this day personally appeared William K. Hall 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 11th day of

January 2024
(Seal)



Donna Marie Espenazi
Notary Public, State of Texas