

DocuSign City Council Transmittal Coversheet

FILE	7525-002
File Name	Emergency Solutions Grant-CARES Act (ESG-CV)
Purchasing Contact	Cori Power
City Council Target Date	December 17, 2020
Piggy Back Option	Not Applicable
Contract Expiration	N/A
Ordinance	20-2453

**2020-2021 CARES ACT EMERGENCY SOLUTIONS GRANT SERVICE AGREEMENT
BETWEEN THE CITY OF DENTON, TEXAS AND
GIVING HOPE, INC.**

This Agreement is hereby entered into by and between the City of Denton, a Texas municipal corporation, acting by and through its City Manager, hereinafter referred to as "CITY," and Giving HOPE, Inc., 306 N Loop 288, Suite 130, Denton, TX 76209 hereinafter referred to as "RECIPIENT."

WHEREAS, CITY has accepted funds from the Texas Department of Housing and Community Affairs (TDHCA) for the purpose of paying for contractual services by specific agencies named in the Emergency Solutions Grant application to TDHCA; and

WHEREAS, CITY has designated the Community Development Division as the division responsible for the administration of this Agreement and all matters pertaining thereto;

NOW, THEREFORE, the parties hereto agree, and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the conditions hereinafter described.

1. TERM

This Agreement shall commence on or as of October 1, 2020, and shall terminate on July 31, 2021, unless sooner terminated in accordance with Section 25 "Termination."

2. RESPONSIBILITIES

RECIPIENT hereby accepts the responsibility for the performance of all services and activities described in the Scope of Services attached hereto as Exhibit A, and incorporated herein by reference, in a satisfactory and efficient manner as determined by CITY, in accordance with the terms herein. CITY will consider RECIPIENT's executive officer to be RECIPIENT's representative responsible for the management of all contractual matters pertaining hereto, unless written notification to the contrary is received from RECIPIENT and approved by CITY.

The CITY's Community Services Manager will be CITY's representative responsible for the administration of this Agreement. Beneficiaries of the activities to be provided hereunder must reside in the City of Denton and RECIPIENT certifies that the activities carried out with these funds shall meet the Emergency Solutions Grant Program (ESG) guidelines under the Department of Housing and Urban Development (HUD) Award of the McKinney-Vento Homeless Assistance Act in 24 CFR Part 576 and the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, and shall take all other actions necessary to administer a grant under the ESG Rule and the Emergency Solutions Grant Program for grant funding made available through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) with appropriate certifications and applicable waivers. Services must be provided directly to or on behalf of specific identified eligible clients. Eligibility documentation must be included in each client's file and updated as described in the ESG Rule.

3. OBLIGATIONS

In consideration of the receipt of funds from HUD, TDHCA, and CITY agrees to the following terms and conditions:

A. Limit of Liability. CITY will reimburse RECIPIENT for expenses incurred pursuant to and in accordance with the Project Budget attached hereto as Exhibit B and the Scope of Services herein attached as Exhibit A and

incorporated herein by reference. Notwithstanding any other provision of the Agreement, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of Two-Hundred Seventy-Seven Thousand and Six Hundred Sixteen Dollars (\$277,616.00)

- B. Measure of Liability. In consideration of full and satisfactory services and activities hereunder by RECIPIENT and receipt of a requisition for payment with appropriate documentation of expenditures, CITY shall make payments to RECIPIENT based on the Budget in Exhibit B, subject to the limitations and provisions set forth in this Section and Section 7 of this Agreement. Payments may be contingent upon certification of the RECIPIENT's financial management system in accordance with the standards specified in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- (1) The parties expressly understand and agree that CITY's obligations under this Section are contingent upon the actual receipt of adequate ESG funds to meet CITY's liabilities under this Agreement. If adequate funds are not available to make payments under this Agreement, CITY shall notify RECIPIENT in writing within a reasonable time after such fact has been determined. CITY may, at its option, either reduce the amount of its liability or terminate the Agreement. If funds eligible for use for purposes of this Agreement are reduced, CITY shall not be liable for further payments due to RECIPIENT under this Agreement.
 - (2) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of the City of Denton.
 - (3) CITY shall not be liable for any cost or portion thereof which:
 - (a) has been paid, reimbursed, or is subject to payment or reimbursement, from any other source;
 - (b) was incurred prior to the beginning date or after the ending date specified in Section 1;
 - (c) is not in strict accordance with the terms of this Agreement, including all exhibits attached hereto;
 - (d) has not been billed to CITY within 90 calendar days following billing to RECIPIENT, or termination of the Agreement, whichever date is earlier; or
 - (e) is not an allowable cost as defined by Section 10 of this Agreement or the project budget.
 - (4) CITY shall not be liable for any cost or portion thereof which is incurred with respect to any activity of RECIPIENT requiring prior written authorization from CITY, or after CITY has requested that RECIPIENT furnish data concerning such action prior to proceeding further, unless and until CITY advises RECIPIENT to proceed.
 - (5) CITY shall not be obligated or liable under this Agreement to any party other than RECIPIENT for payment of any monies or provision of any goods or services.
- C. RECIPIENT'S Obligations. In consideration of the receipt of funds from the CITY, the RECIPIENT agrees to the following terms and conditions:
- (1) Two-Hundred Seventy-Seven Thousand and Six Hundred Sixteen Dollars (\$277,616.00) may be paid to RECIPIENT by CITY on a reimbursement basis, and the only expenditures reimbursed by CITY shall be those in accordance with the Project Budget, in Exhibit B, for those expenses listed in the Scope of Services as provided herein. RECIPIENT shall not utilize these funds for any other purpose.
 - (2) RECIPIENT will establish, operate, and maintain an account system for this program that will allow for a tracing of funds and a review of the financial status of the program. The system will be based on generally accepted accounting principles as recognized by the American Institute of Certified Public Accountants.
 - (3) RECIPIENT will permit authorized officials of CITY to review its books at any time.
 - (4) RECIPIENT will reduce to writing all of its rules, regulations, and policies and file a copy with CITY's Community Development Office along with any amendments, additions, or revisions upon request.
 - (5) RECIPIENT will not enter into any contracts that would encumber CITY funds for a period that would extend beyond the term of this Agreement.

- (6) RECIPIENT will promptly pay all bills when submitted unless there is a discrepancy in a bill; any errors or discrepancies in bills shall be promptly reported to CITY's Community Development Division for further direction.
- (7) RECIPIENT will appoint a representative who will be available to meet with CITY officials when requested.
- (8) RECIPIENT will indemnify and hold harmless CITY, its officers, and employees, from any and all claims and suits arising out of the activities of RECIPIENT, its employees, and/or contractors.
- (9) RECIPIENT will submit to CITY copies of year-end audited financial statements.

4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

- A. RECIPIENT shall comply with all applicable federal laws, laws of the State of Texas, and ordinances of the City of Denton.
- B. RECIPIENT agrees to abide by the conditions of and comply with the requirements of the Office of Management 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. RECIPIENT shall give the CITY, HUD, the Comptroller General of the United States, the Auditor of the State of Texas, TDHCA and any authorized representative, access to and the right to reproduce all records belonging to or in use by RECIPIENT pertaining to this Agreement. Such access shall continue as long as RECIPIENT retains the records. RECIPIENT shall maintain such records in an accessible location.
- D. SUBRECIPIENT shall notify the CITY immediately of any significant change affecting the SUB RECIPIENT and SUB RECIPIENT'S identity, such as ownership or control, name change, governing board membership, vendor identification number, and personnel changes affecting the contracted services. Changes must be provided in writing to TDHCA and CITY within 10 working days after the changes are effective.
- E. RECIPIENT shall refrain from entering into any subcontract for services without prior approval in writing by CITY of the qualifications of the subcontractor to perform and meet the standards of this Agreement. All subcontracts entered into by the RECIPIENT will be subject to the requirements of this Agreement. The RECIPIENT agrees to be responsible to CITY for the performance of any subcontractor.

5. REPRESENTATIONS

- A. RECIPIENT assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of RECIPIENT do hereby warrant and guarantee that he, she, or they have been fully authorized by RECIPIENT to execute this Agreement on behalf of RECIPIENT and to validly and legally bind RECIPIENT to all terms, performances, and provisions herein set forth.
- C. CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either RECIPIENT or the person signing the Agreement to enter into this Agreement. RECIPIENT is liable to CITY for any money it has received from CITY for performance of the provisions of this Agreement if CITY has suspended or terminated this Agreement for the reasons enumerated in this Section.
- D. RECIPIENT agrees that the funds and resources provided RECIPIENT under the terms of this Agreement will in no way be substituted for funds and resources from other sources, nor in any way serve to reduce the resources, services, or other benefits which would have been available to, or provided through, RECIPIENT had this Agreement not been executed.

6. PERFORMANCE BY RECIPIENT

RECIPIENT will provide, oversee, administer, and carry out the activities and services set out in the SCOPE OF SERVICES, in Exhibit A, utilizing the funds described in Exhibit B, deemed by both parties to be necessary and sufficient payment for full and satisfactory performance of the program, as determined solely by CITY and in accordance with all other terms, provisions, and requirements of this Agreement. No modifications or alterations may be made in the Scope of Services or Budget without the prior written approval of the CITY's Community Services Manager.

7. PAYMENTS

- A. Payments to RECIPIENT. The CITY shall pay to RECIPIENT a maximum amount of money not to exceed Two-Hundred Seventy-Seven Thousand and Six Hundred Sixteen Dollars (\$277,616.00) for services rendered under this Agreement. The CITY will pay these funds on a reimbursement basis to RECIPIENT within twenty-one days after CITY has received supporting documentation of eligible expenditures. Documentation of expenditures must be submitted to the Community Development Division by dates required by Community Development. RECIPIENT'S failure to provide the information on a timely basis may jeopardize present or future funding.
- B. Funds are to be used for the sole purpose of providing the services described in the Scope of Services in Exhibit A and based on the Budget in Exhibit B.
- C. RECIPIENT's reimbursement request for any one month period will not exceed one-fourth (1/4) of any budgeted line items for costs as specified in Exhibit B without prior written authorization from the CITY.
- D. Excess Payment. RECIPIENT shall refund to CITY within ten working days of CITY's request, any sum of money which has been paid by CITY and which CITY at any time thereafter determines:
 - (1) has resulted in overpayment to RECIPIENT; or
 - (2) has not been spent strictly in accordance with the terms of this Agreement; or
 - (3) is not supported by adequate documentation to fully justify the expenditure.
- E. Disallowed Costs. Upon termination of this Agreement, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY, the Department of Housing and Urban Development, or any other Federal agency, RECIPIENT will refund such amount to CITY within ten working days of a written notice to RECIPIENT, which specifies the amount disallowed. Refunds of disallowed costs may not be made from these or any funds received from or through CITY.
- F. Reversion of Assets.
 - (1) RECIPIENT, upon expiration of this Agreement, shall transfer to the CITY any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds.
 - (2) The reversion of these financial assets shall be in addition to any other remedy available to CITY either at law or in equity for breach of this Agreement.
- G. Obligation of Funds.
 - (1) In the event that actual expenditure rates deviate from RECIPIENT's provision of a corresponding level of performance, as specified in Exhibit A, CITY hereby reserves the right to reappropriate or recapture any such under expended funds.
 - (2) If CITY finds that RECIPIENT is unwilling and/or unable to comply with any of the terms of this Agreement, CITY may require a refund of any and all money expended pursuant to this Agreement by RECIPIENT, as well as any remaining unexpended funds which shall be refunded to CITY within ten working days of a written notice to RECIPIENT to revert these financial assets.

- H. Contract Close Out. RECIPIENT shall submit a final expenditure report, for the time period covered by the last invoice requesting reimbursement of funds under this Agreement, within 15 working days following the close of the Agreement period.

8. WARRANTIES

RECIPIENT represents and warrants that:

- A. All information, reports, and data heretofore or hereafter requested by CITY and furnished to CITY, are complete and accurate as of the date shown on the information, data, or report, and, since that date, have not undergone any significant change without written notice to CITY.
- B. Any supporting financial statements heretofore requested by CITY and furnished to CITY, are complete, accurate, and fairly reflect the financial condition of RECIPIENT on the date shown on said report, and the results of the operation for the period covered by the report, and that since said date, there has been no material change, adverse or otherwise, in the financial condition of RECIPIENT.
- C. No litigation or legal proceedings are presently pending or threatened against the RECIPIENT.
- D. None of the provisions herein contravene or are in conflict with the authority under which RECIPIENT is doing business or with the provisions of any existing indenture or agreement of RECIPIENT.
- E. RECIPIENT has the power to enter into this Agreement and accept payments hereunder, and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.
- F. None of the assets of RECIPIENT is subject to any lien or encumbrance of any character, except for current taxes not delinquent, except as shown in the financial statements furnished by RECIPIENT to CITY.
- G. Each of these representations and warranties shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

9. COVENANTS

- A. During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, RECIPIENT shall not, without the prior written consent of the Community Services Manager or her authorized representative:
 - (1) Mortgage, pledge, or otherwise encumber or suffer to be encumbered, any of the assets of RECIPIENT now owned or hereafter acquired by it, or permit any pre-existing mortgages, liens, or other encumbrances to remain on, or attached to, any assets of RECIPIENT which are allocated to the performance of this Agreement and with respect to which CITY has ownership hereunder.
 - (2) Sell, assign, pledge, transfer, or otherwise dispose of accounts receivables, notes, or claims for money due or to become due.
 - (3) Sell, convey, or lease all or a substantial part of its assets.
 - (4) Make any advance or loan to, or incur any liability for any other firm, person, entity, or corporation as guarantor, surety, or accommodation endorser.
 - (5) Sell, donate, loan, or transfer any equipment or item of personal property purchased with funds paid to RECIPIENT by CITY, unless CITY authorizes such transfer.
- B. RECIPIENT agrees, upon written request by CITY, to require its employees to attend training sessions sponsored by the Community Development Division.

10. ALLOWABLE COSTS

- A. Costs shall be considered allowable only if incurred directly and specifically in the performance of and in compliance with this Agreement and in conformance with the standards and provisions of Exhibits A and B.

- B. Approval of RECIPIENT's Budget, Exhibit B, does not constitute prior written approval, even though certain items may appear herein. CITY's prior written authorization is required in order for the following to be considered allowable costs:
- (1) Encumbrances or expenditures during any one month period which exceeds one-fourth (1/4) of the total budget as specified in Exhibit B.
 - (2) CITY shall not be obligated to any third parties, including any subcontractors of RECIPIENT, and CITY funds shall not be used to pay for any contract service extending beyond the expiration of this Agreement.
 - (3) Any alterations or relocation of the facilities on and in which the activities specified in Exhibit A are conducted;
 - (4) Any alterations, deletions, or additions to the Project Budget Detail incorporated in Exhibit B;
 - (5) Costs or fees for temporary employees or services;
 - (6) Any fees or payments for consultant services; and
 - (7) Fees for attending out of town meetings, seminars, or conferences.
- C. Written requests for prior approval are RECIPIENT's responsibility and shall be made within sufficient time to permit a thorough review by CITY. RECIPIENT must obtain written approval by CITY prior to the commencement of procedures to solicit or purchase services or personal property. Any procurement or purchase which may be approved under the terms of this Agreement must be conducted in its entirety in accordance with the provisions of this Agreement.
- D. Expenditures will not be reimbursed to the RECIPIENT for the purchase of real property or equipment. These are not allowable costs under this agreement.

11. PROGRAM INCOME

- A. For purposes of this Agreement, Program Income means earnings of RECIPIENT realized from activities resulting from this Agreement or from RECIPIENT's management of funding provided or received hereunder. Such earnings include, but are not limited to, income from interest, usage or rental or lease fees, income produced from contract-supported services of individuals or employees or from the use or sale of equipment or facilities of RECIPIENT provided as a result of this Agreement, and payments from clients or third parties for services rendered by RECIPIENT under this Agreement.
- B. RECIPIENT shall maintain records of the receipt and disposition of Program Income in the same manner as required for other contract funds, and reported to CITY in the format prescribed by CITY. CITY and RECIPIENT agree that any fees collected for services performed by RECIPIENT shall be used for payment of costs associated with service provision. Revenue remaining after payment of all program expenses for service provision shall be considered Program Income and shall be subject to all the requirements of this Agreement and the regulations found at CFR, Section 570.504.
- C. RECIPIENT shall include this Section in its entirety in all of its sub-contracts which involve other income-producing services or activities.
- D. It is RECIPIENT's responsibility to obtain from CITY a prior determination as to whether or not income arising directly or indirectly from this Agreement, or the performance thereof, constitutes Program Income. RECIPIENT is responsible to CITY for the repayment of any and all amounts determined by CITY to be Program Income, unless otherwise approved in writing by CITY.

12. MAINTENANCE OF RECORDS

- A. RECIPIENT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of the funds received under this Agreement, in compliance with the provisions of Exhibit A and Exhibit

B, attached hereto, and with any other applicable Federal and State regulations establishing standards for financial management. RECIPIENT's expenditures of funds made under this Agreement will conform to (2 CFR §200) Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards as they pertain to costs incurred, audits, program income, administration, and other activities and functions. RECIPIENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. Nothing in this Section shall be construed to relieve RECIPIENT of fiscal accountability and liability under any other provision of this Agreement or any applicable law. RECIPIENT shall include the substance of this provision in all subcontracts.

- B. RECIPIENT agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the operation of programs and expenditures of funds under this Agreement for five years after the termination of all activities funded under this agreement.
- C. Nothing in the above subsections shall be construed to relieve RECIPIENT of responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this Agreement.
- D. At any reasonable time and as often as CITY may deem necessary, the RECIPIENT shall make available to CITY, HUD, or any of their authorized representatives, all of its records and shall permit CITY, HUD, or any of their authorized representatives to audit, examine, make excerpts and copies of such records, and to conduct audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and all other data requested by said representatives.

13. REPORTS AND INFORMATION

At such times and in such form as CITY may require, RECIPIENT shall furnish such statements, records, data, and information as CITY may request and deem pertinent to matters covered by this Agreement. RECIPIENT shall submit beneficiary and financial reports to CITY no less than once every three months. The beneficiary report shall detail client information, including race, ethnicity, income, female head of household, and other statistics required by CITY. The financial report shall include information and data relative to all programmatic and financial reporting as of the beginning date specified in Section 1 of this Agreement. Unless the CITY has granted a written exemption, RECIPIENT shall submit an audit conducted by independent examiners in accordance with Generally Accepted Accounting Principles. If the RECIPIENT expends more than \$750,000 in federal funding, the audit must be conducted in accordance with OMB 2 CFR Part 200, as applicable within thirty days after receipt of such audit.

14. MONITORING AND EVALUATION

RECIPIENT agrees to participate in a monitoring and evaluation system whereby the services can be continuously monitored. CITY shall perform monitoring of the RECIPIENT's performances under this Agreement.

- A. RECIPIENT agrees that CITY may carry out monitoring and evaluation activities to ensure adherence by RECIPIENT to the Scope of Services, Program Goals, and Objectives, which are attached hereto as Exhibit A, as well as other provisions of this Agreement.
- B. RECIPIENT agrees to cooperate fully with CITY and provide data determined by CITY to be necessary for CITY to effectively fulfill its monitoring and evaluation responsibilities.
- C. RECIPIENT agrees to cooperate in such a way so as not to obstruct or delay CITY in such monitoring and to designate one of its staff to coordinate the monitoring process as requested by CITY staff.
- D. RECIPIENT agrees to make available its financial records for review by CITY at CITY's discretion. In addition, RECIPIENT agrees to provide CITY the following data and reports, or copies thereof:
 - (1) All external or internal evaluation reports;

- (2) Performance/beneficiary reports to be submitted in the schedule published by the CITY's Community Development Division. Reports shall include such information as requested by the CITY's Community Development Division including but not limited to: number of persons or households assisted, race, gender, disability status, and household income. Beneficiary reports shall be due to CITY within 15 working days after the completion of required reporting period. RECIPIENT agrees to submit financial statements no less than once every three months. Each statement shall include current and year to date period accounting of all revenues, expenditures, outstanding obligations, and beginning and ending balances. Financial reports shall be due to CITY within 15 working days after the completion of required reporting period; and
- (3) An explanation of any major changes in program services.
- E. To comply with this section, RECIPIENT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of funds received and the services performed under this Agreement. RECIPIENT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure. RECIPIENT agrees to retain all books, records, documents, reports, and written accounting procedures pertaining to the services provided and expenditure of funds under this Agreement for the period of time and under the conditions specified by the CITY. Nothing in the above subsections shall be construed to relieve RECIPIENT of responsibility for retaining accurate and current records, which clearly reflect the level and benefit of services, provided under this Agreement.
- F. After each official monitoring on-site visit, CITY shall provide RECIPIENT with a written report of monitoring findings, documenting findings, and concerns that will require a written response to the CITY. An acceptable response must be received by the CITY within 60 days from the RECIPIENT's receipt of the monitoring report or audit review letter. Future contract payments can be withheld for the RECIPIENT's failure to submit a response within 60 days.
- G. RECIPIENT shall submit copies of any fiscal, management, or audit reports by any of the RECIPIENT's funding or regulatory bodies to CITY within ten working days of receipt by the RECIPIENT.

15. DIRECTORS' MEETINGS

During the term of this Agreement, RECIPIENT shall cause to be delivered to CITY copies of all notices of meetings of its Board of Directors, setting forth the time and place thereof. Such notice shall be delivered to CITY in a timely manner to give adequate notice, and shall include an agenda and a brief description of the matters to be discussed. RECIPIENT understands and agrees that CITY representatives shall be afforded access to all of the Board of Directors' meetings. Minutes of all meetings of RECIPIENT's governing body shall be available to CITY within ten days after Board approval.

16. INSURANCE

- A. RECIPIENT shall observe sound business practices with respect to providing such bonding and insurance as would provide adequate coverage for services offered under this Agreement.
- B. The premises on and in which the activities described in Exhibit A are conducted, and the employees conducting these activities, shall be covered by premise liability insurance, commonly referred to as "Owner/Tenant" coverage, with CITY named as an additional insured. Upon request of RECIPIENT, CITY may, at its sole discretion, approve alternate insurance coverage arrangements.
- C. RECIPIENT will comply with applicable workers' compensation statutes and will obtain employers' liability coverage where available and other appropriate liability coverage for program participants, if applicable.
- D. RECIPIENT will maintain adequate and continuous liability insurance on all vehicles owned, leased, or operated by RECIPIENT. All employees of RECIPIENT who are required to drive a vehicle in the normal scope and

course of their employment must possess a valid Texas driver's license and automobile liability insurance. Evidence of the employee's current possession of a valid license and insurance must be maintained on a current basis in RECIPIENT's files.

- E. Actual losses not covered by insurance as required by this Section are not allowable costs under this Agreement, and remain the sole responsibility of RECIPIENT.
- F. The policy or policies of insurance shall contain a clause which requires that CITY and RECIPIENT be notified in writing of any cancellation or change in the policy at least 30 days prior to such change or cancellation.

17. CIVIL RIGHTS / EQUAL OPPORTUNITY

- A. RECIPIENT shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The RECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, gender, sexual orientation, gender identity, age, or disability. The RECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. RECIPIENT shall comply with all applicable equal employment opportunity and affirmative action laws or regulations. The RECIPIENT 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 1 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 and 12086.
- C. RECIPIENT will furnish all information and reports requested by the CITY, and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with local, state, and Federal rules and regulations.
- D. In the event of RECIPIENT's non-compliance with the non-discrimination requirements, CITY may cancel or terminate the Agreement in whole or in part, and RECIPIENT may be barred from further contracts with CITY.

18. PERSONNEL POLICIES

Personnel policies shall be established by RECIPIENT and shall be available for examination. Such personnel policies shall:

- A. Include policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits, vacation and sick leave privileges, and travel;
- B. Be in writing; and
- C. Be approved by the governing body of RECIPIENT.

19. CONFLICT OF INTEREST

- A. RECIPIENT covenants that neither it nor any member of its governing body presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. RECIPIENT further covenants that in the performance of this Agreement, no person having such interest shall be employed or appointed as a member of its governing body.
- B. RECIPIENT further covenants that no member of its governing body or its staff, subcontractors, or employees shall possess any interest in or use his/her position for a purpose that is or gives the appearance of being motivated

by desire for private gain for himself/herself, or others, particularly those with which he/she has family, business, or other ties.

- C. No officer, member, or employee of CITY and no member of its governing body who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to the Agreement which affects his or her personal interest or the interest in any corporation, partnership, or association in which he or she has a direct or indirect interest.

20. NEPOTISM

RECIPIENT shall not employ in any paid capacity any person who is a member of the immediate family of any person who is currently employed by RECIPIENT, or is a member of RECIPIENT's governing board. The term "member of immediate family" includes: wife, husband, son, daughter, mother, father, brother, sister, in-laws, aunt, uncle, nephew, niece, stepparent, stepchild, half-brother, and half-sister.

21. POLITICAL OR SECTARIAN ACTIVITY

- A. Neither the funds advanced pursuant to this Agreement, nor any personnel who may be employed by the RECIPIENT with funds advanced pursuant to this Agreement shall be in any way or to any extent engaged in any conduct or political activity in contravention of Chapter 15 of Title 5 of the United States Code.
- B. The RECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- C. The RECIPIENT agrees that none of the funds 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 publicity, lobbying, and/or propaganda purposes designed to support or defeat pending legislation. Employees of the RECIPIENT connected with any activity that is funded in whole or in part by funds provided to RECIPIENT under this Agreement may not under the term of this Agreement:
 - (1) Use their official position or influence to affect the outcome of an election or nomination;
 - (2) Solicit contributions for political purposes; or
 - (3) Take an active part in political management or in political campaigns.
- D. RECIPIENT hereby agrees to sign a Certification Regarding Lobbying included herein as Exhibit D and if necessary, the Disclosure of Lobbying Activities provided by the CITY.

22. PUBLICITY

- A. Where such action is appropriate, RECIPIENT shall publicize the activities conducted by RECIPIENT under this Agreement that the TDHCA and funding through the City of Denton has contributed to make the project possible.
- B. All published material and written reports submitted under this project must be originally developed material unless otherwise specifically provided in this Agreement. When material not originally developed is included in a report, the report shall identify the source in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.
- C. All published material submitted under this project shall include the following reference on the front cover or title page:

This document is prepared in accordance with the Emergency Solutions Grant, with funding received from the United States Department of Housing and Urban Development through the Texas Department of Housing and Community Affairs.

- D. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of

basic proposal, or contracts and any responses, inquiries, correspondence and related material submitted by RECIPIENT shall become the property of CITY upon receipt.

23. CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.
- B. RECIPIENT may not make transfers between or among approved line items within budget categories set forth in Exhibit B without prior written approval of CITY. RECIPIENT shall request, in writing, the budget revision in a form prescribed by CITY, and such request for revision shall not increase the total monetary obligation of CITY under this Agreement. In addition, budget revisions cannot significantly change the nature, intent, or scope of the program funded under this Agreement.
- C. RECIPIENT will submit revised budget and program information, whenever the level of funding for RECIPIENT or the program(s) described herein is altered according to the total levels contained in any portion of Exhibit B.
- D. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto, and shall become a part of the Agreement on the effective date specified by the law or regulation.
- E. CITY may, from time to time during the term of the Agreement, request changes to the Agreement, which may include an increase or decrease in the amount of RECIPIENT's compensation. Such changes shall be incorporated in a written amendment hereto, as provided in Subsection A of this Section.
- F. Any alterations, deletions, or additions to the Program Budget incorporated in Exhibit B shall require the prior written approval of CITY.
- G. RECIPIENT agrees to notify CITY of any proposed change in physical location for work performed under this Agreement at least 30 calendar days in advance of the change.
- H. RECIPIENT shall notify CITY of any changes in personnel or governing board composition.
- I. It is expressly understood that neither the performance of Exhibit A for any program contracted hereunder nor the transfer of funds between or among said programs will be permitted.

24. SUSPENSION OF FUNDING

Upon determination by CITY of RECIPIENT's failure to timely and properly perform each of the requirements, time conditions, and duties provided herein, CITY, without limiting any rights it may otherwise have, may, at its discretion, and upon ten working days written notice to RECIPIENT, withhold further payments to RECIPIENT. Such notice may be given by mail to the Executive Officer and the Board of Directors of RECIPIENT. The notice shall set forth the default or failure alleged, and the action required for cure. The period of such suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed 30 calendar days. At the end of the suspension period, if CITY determines the default or deficiency has been satisfied, RECIPIENT may be restored to full compliance status and paid all eligible funds withheld or impounded during the suspension period. If however, CITY determines that RECIPIENT has not come into compliance, the provisions of Section 25 may be effectuated.

25. TERMINATION

- A. CITY may terminate this Agreement for cause under any of the following reasons or for other reasons not specifically enumerated in this paragraph:
 - (1) RECIPIENT's failure to attain compliance during any prescribed period of suspension as provided in Section 24.

- (2) RECIPIENT's failure to materially comply with any of the terms of this Agreement.
 - (3) RECIPIENT's violation of covenants, agreements, or guarantees of this Agreement.
 - (4) Termination or reduction of funding by the CITY or HUD.
 - (5) Finding by CITY that the RECIPIENT:
 - a. is in such unsatisfactory financial condition as to endanger performance under this Agreement;
 - b. has allocated inventory to this Agreement substantially exceeding reasonable requirements; or
 - c. is delinquent in payment of taxes or of costs of performance of this Agreement in the ordinary course of business.
 - (6) Appointment of a trustee, receiver, or liquidator for all or substantial part of RECIPIENT's property, or institution of bankruptcy, reorganization, rearrangement of, or liquidation proceedings by or against RECIPIENT.
 - (7) RECIPIENT's inability to conform to changes required by Federal, State, and local laws or regulations as provided in Section 4, and Section 2, of this Agreement.
 - (8) The commission of an act of bankruptcy.
 - (9) RECIPIENT's violation of any law or regulation to which RECIPIENT is bound or shall be bound under the terms of the Agreement.
- B. CITY shall promptly notify RECIPIENT in writing of the decision to terminate and the effective date of termination.
- C. CITY may terminate this Agreement for convenience at any time. If CITY terminates this Agreement for convenience, RECIPIENT will be paid an amount not to exceed the total of accrued expenditures as of the effective date of termination. In no event will this compensation exceed an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of RECIPIENT covered by the Agreement, less payments previously made.
- D. RECIPIENT may terminate this Agreement in whole or in part by written notice to CITY, if a termination of outside funding occurs upon which RECIPIENT depends for performance hereunder. RECIPIENT may opt, within the limitations of this Agreement, to seek an alternative funding source, with the approval of CITY, provided the termination by the outside funding source was not occasioned by a breach of contract as defined herein or as defined in a contract between RECIPIENT and the funding source in question. RECIPIENT may terminate this Agreement upon the dissolution of RECIPIENT's organization not occasioned by a breach of this Agreement.
- E. Upon receipt of notice to terminate, RECIPIENT shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts, which relate to the performance of this Agreement. CITY shall not be liable to RECIPIENT or RECIPIENT's creditors for any expenses, encumbrances, or obligations whatsoever incurred after the termination date listed on the notice to terminate referred to in this paragraph.
- F. Notwithstanding any exercise by CITY of its right of suspension or termination, RECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of the Agreement by RECIPIENT, and CITY may withhold any reimbursement to RECIPIENT until such time as the exact amount of damages due to CITY from RECIPIENT is agreed upon or otherwise determined.

26. NOTIFICATION OF ACTION BROUGHT

In the event that any claim, demand, suit, or other action is made or brought by any person(s), firm, corporation, or other entity against RECIPIENT, RECIPIENT shall give written notice thereof to CITY within five working days after being notified of such claim, demand, suit, or other action. Such notice shall state the date and hour of notification of any such claim, demand, suit, or other action; the names and addresses of the person(s), firm,

corporation, or other entity making such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action, or proceeding; and the name of any person(s) against whom such claim is being made or threatened. Such written notice shall be delivered either personally or by mail.

27. INDEMNIFICATION

- A. It is expressly understood and agreed by both parties hereto that CITY is contracting with RECIPIENT as an independent contractor and that as such, RECIPIENT shall save and hold CITY, its officers, agents, and employees harmless from all liability of any nature or kind, including costs and expenses for, or on account of, any claims, audit exceptions, demands, suits, or damages of any character whatsoever resulting in whole or in part from the performance or omission of any employee, agent, or representative of RECIPIENT.
- B. RECIPIENT agrees to provide the defense for, and to indemnify and hold harmless CITY, its agents, employees, or contractors from any and all claims, suits, causes of action, demands, damages, losses, attorney fees, expenses, and liability arising out of the use of these contracted funds and program administration and implementation except to the extent caused by the willful act or omission of CITY, its agents, employees, or contractors.

28. NON-RELIGIOUS ACTIVITIES

- A. As stated in 24 CFR Part 5.109, no organization will be prohibited from participating in activities supported by CITY funding including programs that make funds available through contracts, grants, or cooperative agreements. RECIPIENT is prohibited from discriminating against beneficiaries in providing services or carrying out activities with such assistance based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice, while also noting that organizations that participate in programs only funded by indirect CITY or Federal financial assistance need not modify their program or activities to accommodate beneficiaries who choose to expend the indirect aid on those RECIPIENTS' programs.
- B. Faith based organizations that carry out programs or activities with direct Federal financial assistance from HUD are required to provide written notice of certain protections to beneficiaries and prospective beneficiaries. Specifically, such organizations are required to give notice to beneficiaries that:
 - (1) The organization may not discriminate against a beneficiary or prospective beneficiary based on religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
 - (2) The organization may not require a beneficiary to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by the beneficiary in such activities must be purely voluntary; and
 - (3) The organization must separate, in time or location, any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; and
 - (4) If a beneficiary objects to the religious character of the organization, the organization must undertake reasonable efforts to identify and refer the beneficiary to an alternative provider to which the beneficiary has no such objection;
 - (5) A beneficiary or prospective beneficiary may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint to HUD or the intermediary administering the program, if applicable.
 - a. Faith-based organizations must provide this notice to prospective beneficiaries prior to enrollment. In the event of an emergency or exigent circumstances that make it impracticable to provide the written notice in advance, prospective beneficiaries may receive the notice at the earliest available opportunity. Current beneficiaries must receive the notice at the earliest available opportunity.

- b. Faith-based organizations that carry out a program or activity with direct Federal financial assistance from HUD are to promptly undertake reasonable efforts to identify an alternative provider if a beneficiary or prospective beneficiary objects to the religious character of the organization, and to refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no such objection.

29. MISCELLANEOUS

- A. RECIPIENT shall not transfer, pledge, or otherwise assign this Agreement or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust company, or other financial institution without the prior written approval of CITY.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.
- C. All reports, documents, studies, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material submitted by RECIPIENT shall become the property of CITY upon receipt.
- D. Debarment: RECIPIENT certifies that it is not listed on the System for Award Management (SAM), which list the debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.
- E. In no event shall any payment to RECIPIENT hereunder, or any other act or failure of CITY to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by CITY of any breach of covenant or default which may then or subsequently be committed by RECIPIENT. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to CITY to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of CITY may waive the effect of this provision.
- F. This Agreement, together with referenced EXHIBITS, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment antecedent to this Agreement, whether written or oral, shall have no force or effect whatsoever; nor shall an agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.
- G. In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, codes, laws, ordinances, or regulations, CITY as the party ultimately responsible to U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) for matters of compliance, will have the final authority to render or to secure an interpretation.
- H. If RECIPIENT provides services to the homeless it is required to:
 - (1) Report homeless data to the Homeless Management Information System (HMIS). Homeless Management Information System (HMIS): HMIS is a countywide data management tool designed to facilitate data collection in order to improve human service delivery throughout Denton County. Participation in the Homeless Management Information System (HMIS) is a requirement per this agreement. Data entered into HMIS will help our community improve services to individuals experiencing homelessness by providing accurate information on the extent and nature of homelessness in our community and by accounting for our success in helping people move out of homelessness. Participation is also critical to help Denton and Denton County successfully compete for grants for federal funding, such as the U.S. Department of Housing and Urban Development's homeless assistance funds.

- (2) Participate in the Denton County Homeless Leadership Team meetings and any applicable workgroup(s). The Denton County Homeless Leadership Team is a collaborative, cross-sector team that convenes to improve the planning, coordination, oversight, and implementation required to create systems change for housing/homelessness initiatives in Denton County. Further, the Agency is encouraged to work in partnership with fellow service providers to improve efficiency and effectiveness.
- I. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if sent postage paid to the parties and address set forth below:

TO CITY:
 City Manager
 City of Denton
 215 E. McKinney
 Denton, Texas 76201

TO RECIPIENT:
 Giving HOPE, Inc.
 Attn: Executive Director/CEO/Commander
 306 N Loop 288, Suite 130
 Denton, TX 76209

w/ a copy to:
 Catherine Clifton, Deputy City Attorney
 215 E. McKinney
 Denton, TX 76201

- J. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court competent jurisdiction sitting in Denton County, Texas.

IN WITNESS OF WHICH this Agreement has been executed on this the 17TH day of DECEMBER, 2020.

CITY OF DENTON:

DocuSigned by:
 BY: Todd Hileman
 TODD HILEMAN,
 CITY MANAGER

ATTEST:

DocuSigned by:
 BY: Rosa Rios
 ROSA RIOS,
 CITY SECRETARY

APPROVED AS TO LEGAL FORM:

DocuSigned by:
 BY: Catherine Clifton
 AARON LEAL,
 CITY ATTORNEY

[AGENCY]:

DocuSigned by:
 BY: Tyeshia Scott
 TITLE: Executive Director

ATTEST:

DocuSigned by:
 BY: Constance Mitchell
 SECRETARY

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational
obligations and business terms

DocuSigned by:

Danielle Shaw

0B9BE12767DE401

Signature

Community Services Manager

Title

Community Services

Department

Date Signed: 11/30/2020

Exhibit A
SCOPE OF SERVICES

The primary outcome for Emergency Solutions Grant (ESG) funds is to prevent and end homelessness. This program is designed to improve administrative efficiency and enhance response coordination and effectiveness in addressing the needs of homeless persons and broaden existing services.

SUB RECIPIENT is required to read and follow the Department of Housing and Urban Development (HUD) the most current ESG guidelines as issued by the Department of Housing and Urban Development as set forth in the Interim Regulations for Homeless Emergency Assistance and Rapid Transition to Housing 24 CFR Parts § 91 and § 576 (Consolidated Plan Conforming Amendments and Emergency Solutions Grants Program). SUB RECIPIENT is required to read and follow the Cost Principles set forth applicable. ESG guidelines are also provided from the Texas Department of Housing and Community Affairs (TDHCA) in the Texas Administrative Code Subchapters A. General Provisions & K. ESG Rules. Finally, SUB RECIPIENT will abide by the local ESG written standards and procedures established under 24 C.F.R. § 576.400

SECTION 1: ELIGIBLE SERVICES

ESG funds may be used to deliver services in any of five program components. To be eligible, agencies will ensure that all households meet the homelessness or at-risk of homelessness definition applicable to the component along with the minimum eligibility requirements to receive services. SUB RECIPIENT will be eligible to deliver services in the category listed below.

Street Outreach as defined in **24 C.F.R. 576.101**

The purpose of ESG Street Outreach is to provide essential services to unsheltered homeless persons.

- Outreach & Engagement
- Case Management
- Emergency Health Services
- Emergency Mental Health Services
- Transportation
- Services for Special Populations

Emergency Shelters as defined in **24 C.F.R. § 576.102**

The purpose of ESG emergency shelters is to provide essential services to sheltered homeless persons. Essential services can address the immediate needs of homeless persons living on the street, in emergency shelter or in transitional housing, and can help enable homeless persons to become more independent.

- Case Management
- Child Care
- Education Services
- Employment Assistance and Job Training
- Outpatient Health Services
- Legal Services
- Life Skills Training
- Mental Health Services
- Substance Abuse Treatment Services
- Transportation
- Services for Special Populations
- Shelter

Homeless Prevention as defined in 24 C.F.R. § 576.103

The purpose of ESG Street Outreach is to prevent a household from being evicted and becoming homeless. Agencies must assess and document that the household would become homeless (per the definition above) *but for* the ESG assistance. In other words, a household would require emergency shelter or would otherwise become literally homeless in the absence of ESG assistance.

Homelessness Prevention assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under§ 576.400.

- Financial Assistance
- Services
 - Housing Search & Placement
 - Housing Stability Case Management
 - Mediation
 - Legal Services
 - Credit Repair
- Short- and Medium-Term Tenant Based Rental Assistance may be provided with up to 25 months of rental assistance during any 3-year period

Rapid Re-Housing as defined in 24 C.F.R. § 576.104

The purpose of ESG Street Outreach is to prevent a household from being evicted and becoming homeless. Agencies must assess and document that the household would become homeless (per the definition above) *but for* the ESG assistance. In other words, a household would require emergency shelter or would otherwise become literally homeless in the absence of ESG assistance.

Homelessness Prevention assistance must be provided in accordance with the housing relocation and stabilization services requirements in § 576.105, the short- and medium-term rental assistance requirements in § 576.106, and the written standards and procedures established under§ 576.400.

- Financial Assistance
- Services
 - Housing Search & Placement
 - Housing Stability Case Management
 - Mediation
 - Legal Services
 - Credit Repair
- Short- and Medium-Term Tenant Based Rental Assistance may be provided with up to 25 months of rental assistance during any 3-year period

Homeless Management Information System (HMIS) as defined in 24 C.F.R. § 576.107

ESG funding provides for Access and maintenance of HMIS System. All agencies receiving ESG funds are required to participate to the CoC's HMIS except as prohibited by law. HMIS participation must comply with HUD standards on participation, data collection and reporting to HMIS Lead as participation ensures more efficient collaboration and coordination of services. Service to participants includes:

- Contributing Data to the HMIS or comparable database

Administrative Costs as defined in **24 C.F.R. § 576.108**

Recipients may use a share of the 5% of the ESG grant for the payment of administrative costs related to planning and execution of ESG activities.

- General Management
 - Salaries
 - Travel Costs for Monitoring
 - Administrative Services
 - Cost of goods and services for administration
- Training (HUD Sponsored ONLY)

The program is located at: 306 N Loop 288 Denton, TX 76209

The program hours of operation are: MONDAY-FRIDAY 9:00a-12:00p, 1:00p-4:00p

CARES Act Waivers:

- **Emergency Shelter & Street Outreach Cap** – The funds are not subject to the spending cap on emergency shelter and outreach under 24 CFR 576.100(b)(1);
- **Match Requirement** – The funds are exempt from the ESG match requirements, including 24 CFR 576.201;
- **At Risk of Homelessness Definition** – The funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD’s Very Low-Income Limit for the area and meets the criteria in paragraphs (1)(ii) and (1)(iii) of the “at risk of homelessness” definition in 24 CFR 576.3; (This is a change from Annual ESG income limits of 30 percent of Area Median Income.)
- **Procurement** – That recipients may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326;
- **Case Management** – Treatment and supportive services must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e). (Includes Housing Stability Case Management)
- **Fair Market Rent Limit** – The requirement at 24 CFR 576.106(d) that prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, is waived so long as the rent complies with HUD’s standards of rent reasonableness, as established under 24 CFR 982.507.
- **Extension of RRH and HP Assistance** – Medium-rent defined as “for more than 3 months but not more than 24 months of rent” in 24 CFR 576.106(a)(2), is waived and an alternative requirement is established where medium-term is established as for more than 3 months but not more than 12 months.
- **Coordinated Entry, Written Standards, and HMIS Requirements** – Coordinated entry, ESG written standards, and HMIS must be used for all ESG-CV activities.

SECTION 2: PERFORMANCE AND OUTCOMES

Performance measures and outcomes will be reported to the Texas Department of Housing and Community Affairs (TDHCA) using TDHCA’s required report format and reporting deadlines.

RECIPIENT will meet all performance and outcomes measures established here and regular reporting will be mandated in a schedule determined by the CITY in Section 3.

Program	Metric	GHI
Street Outreach	Staff (FTE)	1*
	Clients Served (HH)	100
Emergency Shelter	Staff (FTE)	
Rapid Rehousing	Staff (FTE)	0.5
	Clients Served (HH)	25
	Months/HH	2~
	Assistance/month	\$ 1,350.00
Homeless Prevention	Staff (FTE)	1
	Clients Served (HH)	20
	Months/HH	3
	Assistance/month	\$ 1,100.00

SECTION 3: REQUIRED REPORTING

RECIPIENT will submit regular reporting on the schedule described here.

- February 5, 2021
- March 5, 2021
- April 5, 2021
- May 5, 2021
- June 4, 2021
- July 5, 2021
- August 5, 2021 – Final Report

**EXHIBIT B
BUDGET**

ESG CARES THRESHOLD TAB 2: ESG CARES FUNDING REQUEST

A. GENERAL INFORMATION

Categories	GHI
Administration	\$13,172
Data Collection (HMIS)	\$1,000
Homeless Prevention (auto-calculated subtotal)	\$102,625
Homeless Prevention - Financial	\$6,000
Homeless Prevention - Project-based rental assistance	
Homeless Prevention - Services	\$20,000
Homeless Prevention - Tenant-based rental assistance	\$76,625
Rapid Re-housing (auto-calculated subtotal)	\$123,319
Rapid Re-housing - Financial	\$12,500
Rapid Re-housing - Project-based rental assistance	
Rapid Re-housing - Services (case mgmt staff)	\$39,519
Rapid Re-housing - Tenant-based rental assistance	\$71,300
Shelter (auto-calculated subtotal)	\$0
Shelter - Conversion	
Shelter - Essential Services	
Shelter - Major Rehabilitation	
Shelter - Operations (includes temporary shelter)	
Shelter - Renovation	
Shelter - Uniform Relocation Assistance (URA)	
Street Outreach	\$37,500
Total	\$277,616

Exhibit C
Certification Regarding Lobbying

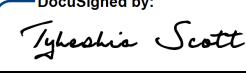
The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for 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 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 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 a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-ILL, "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 subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all RECIPIENTS 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 the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

GIVING HOPE, INC.

Grantee

DocuSigned by:

 Signature 8A5321215D3D497...

Executive Director

Title

11/30/2020

Date

EXHIBIT D

Texas Department of Housing and Community Affairs Contract
with the City of Denton

Contract: # 43206070082

FY 2020 Emergency Solutions Grants (ESG) Program

Contract Term: 07/23/2020-07/31/2021

Agency: City of Denton

Exhibit CIQ

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. Giving HOPE, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

None

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Tyeshia Scott

11/30/2020

Signature of vendor doing business with the governmental entity

Date

Certificate Of Completion

Envelope Id: 7FA8B116B2E1426DB065AE017597104F	Status: Completed
Subject: Please DocuSign: City Council Contract 7525-002 Giving HOPE ESG-CV	
Source Envelope:	
Document Pages: 25	Signatures: 8
Certificate Pages: 7	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cori Power
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	cori.power@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Cori Power	Location: DocuSign
11/25/2020 12:49:37 PM	cori.power@cityofdenton.com	

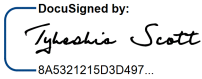
Signer Events


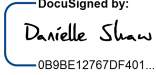
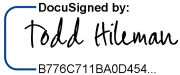
Signer Events	Signature	Timestamp
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Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 11/25/2020 1:54:29 PM Viewed: 11/25/2020 1:59:41 PM Signed: 11/25/2020 2:00:36 PM
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Catherine Clifton Catherine.Clifton@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/25/2020 2:00:38 PM Viewed: 11/30/2020 11:43:53 AM Signed: 11/30/2020 11:44:39 AM
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Electronic Record and Signature Disclosure:
Accepted: 11/30/2020 11:43:53 AM
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Tyheshia Scott tyheshia@hopeincdenton.com Executive Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/30/2020 2:15:09 PM ID: baf4077e-7d26-4dbe-8e5e-7f475963d709	 Signature Adoption: Pre-selected Style Using IP Address: 137.27.159.42	Sent: 11/30/2020 11:44:42 AM Viewed: 11/30/2020 2:15:09 PM Signed: 11/30/2020 2:18:33 PM
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Signer Events	Signature	Timestamp
<p>Constance Mitchell conniemitchell@verizon.net Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  D40302CF021A468...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 137.27.159.42</p>	<p>Sent: 11/30/2020 2:18:36 PM Viewed: 11/30/2020 5:05:40 PM Signed: 11/30/2020 5:07:23 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/30/2020 5:05:40 PM ID: d0f516b8-731e-419f-90d9-d1037461a4e8</p>		
<p>Danielle Shaw Danielle.Shaw@cityofdenton.com Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  0B9BE12767DF401...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 11/30/2020 5:07:28 PM Viewed: 11/30/2020 5:08:37 PM Signed: 11/30/2020 5:08:48 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/30/2020 5:08:37 PM ID: 4868dfac-0f8e-42eb-9991-6cee1a773b1d</p>		
<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 198.49.140.104</p>	<p>Sent: 11/30/2020 5:08:53 PM Viewed: 12/18/2020 8:26:26 AM Signed: 12/18/2020 8:26:40 AM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Todd Hileman Todd.Hileman@cityofdenton.com City Manager City of Denton Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  B776C711BA0D454...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10</p>	<p>Sent: 12/18/2020 8:26:44 AM Viewed: 12/18/2020 9:54:08 AM Signed: 12/18/2020 9:54:12 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 7/25/2017 11:02:14 AM ID: 57619fbf-2aec-4b1f-805d-6bd7d9966f21</p>		
<p>Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  1C5CA8C5E175493...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104</p>	<p>Sent: 12/18/2020 9:54:15 AM Viewed: 12/21/2020 11:18:29 AM Signed: 12/21/2020 11:19:11 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 12/21/2020 11:18:29 AM ID: b28a3f11-f26e-4f7f-a2b3-505eaa2a5740</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 11/25/2020 1:54:29 PM</p>
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<p>Sherri Thurman sherri.thurman@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 11/30/2020 5:08:52 PM Viewed: 12/21/2020 11:40:14 AM</p>
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<p>Getrna Jones getrna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 11/30/2020 5:08:52 PM Viewed: 11/30/2020 5:09:22 PM</p>
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<p>Zolaina Parker Zolaina.Parker@cityofdenton.com City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 12/21/2020 11:19:14 AM</p>
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<p>Danielle Shaw Danielle.Shaw@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/30/2020 5:08:37 PM ID: 4868dfac-0f8e-42eb-9991-6cee1a773b1d</p>	<p>COPIED</p>	<p>Sent: 12/21/2020 11:19:15 AM</p>
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<p>Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>COPIED</p>	<p>Sent: 12/21/2020 11:19:16 AM</p>
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/25/2020 1:31:23 PM
Certified Delivered	Security Checked	12/21/2020 11:18:29 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	12/21/2020 11:19:11 AM
Completed	Security Checked	12/21/2020 11:19:16 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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