

**SUBRECIPIENT SERVICE AGREEMENT
 COMPETITIVE PROCESS: PUBLIC SERVICE CATEGORY
 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

PART A. – Agreement Information

Parties	City of Fort Collins, a Colorado municipal corporation (“City”) and _____, a Colorado nonprofit corporation (“Subrecipient”)		
City Address	Human Services Program Social Sustainability Department City of Fort Collins PO Box 580 (222 Laporte Ave, 80521) Fort Collins, CO 80522-0580		
Subrecipient Address	Executive Director Subrecipient Organization Name Address City, State, Zip		
Subrecipient DUNS Number			
Federal ID Number (SAM)			
Term of Agreement (“Term”)	Start Date:		End Date:
Funded Amount (“Grant”)			
Funding Source & CFDA #	Source _____ CFDA# _____		
National Objective	LMC		
HUD Matrix Code	05___, Public Service, _____		
Basic Eligible Activity	24 CFR 570.201(e) Public Service		
Approved indirect cost rate for the Federal Award			
Type of Project			
Project Location			
Service Area			
Fiscal Year			
Population Served			
Compliance Required with C.R.S. § 24-76.5-103 (HB1023) (Proof of Lawful Presence)	<input type="checkbox"/> YES/NO <input type="checkbox"/> If YES, Exhibit A applies.		

Description of Subrecipient’s Scope of Services (the “Project”):

A. General Statement

[Statement of what is being funded]

B. Subrecipient Shall:

Work to attain the following goals for the Project:

Subrecipient plans to serve approximately unduplicated Fort Collins resident clients over the course of this 12-month contract: clients at the 0-80% AMI level; and clients at or above the 81% AMI level **OR** Presumed Benefit (category:).

The City expects the Subrecipient to make measurable progress towards the following programmatic outcome targets:

-
-
-

Subrecipient will use the Grant to assist with . *Actual hours worked. Vacation, medical or other leave not eligible.

Quarterly Reporting Schedule:

Program Year Quarter	Reporting Period	Reports Due By
1 st Quarter	October 1 – December 31, 2022	January 15, 2023
2 nd Quarter	January 1 – March 31, 2023	April 15, 2023
3 rd Quarter	April 1 – June 30, 2023	July 15, 2023
4 th Quarter	July 1 – September 30, 2023	October 15, 2023

Exhibits attached and incorporated into this Agreement by reference (check all that apply):

- Exhibit A** – Proof of Lawful Presence (# of pages): 2
 - Exhibit B** – Budget (# of pages):
 - Exhibit C** – Federal Legal Requirements (# of pages): 6
 - Exhibit D** – Preparing for your Monitoring (# of pages): 2
 - Exhibit E** - (# of pages): N/A
-

PART B. – Agreement Terms and Conditions.

AN AGREEMENT, by and between the City and Subrecipient, by which the Subrecipient agrees to carry out specific activities under the City’s Community Development Block Grant (CDBG) Program and establishing certain other terms and conditions of operation.

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I PROJECT

SECTION 1 SCOPE OF SERVICES

The City, as recipient of a Community Development Block Grant (CDBG) from the United States Department of Housing and Urban Development (HUD), hereby designates the Subrecipient to undertake, and the Subrecipient hereby agrees to undertake the Project as specifically described in the Subrecipient’s Competitive Process application and summarized in Part A.

SECTION 2 TERM OF AGREEMENT

The Term may be extended should additional time for auditing this Project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. Notwithstanding other provisions of this Agreement, the Term shall cover the period that the Subrecipient has control over Grant funds.

SECTION 3 PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the City to meet its local obligations and regulations and its obligation to the Department of Housing and Urban Development. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include but are not limited to the following:

- (A) Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the Project services specified in Part A, including demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- (B) Mid-term and end-of-term progress reports on the measurable Project outcomes specified in Part A.
- (C) Close out reports including a final performance report, inventory of all property acquired or improved with CDBG funds, and final financial report, upon termination or completion of the award.

Quarterly reports are due 15 calendar days after the reporting period and in accordance with the schedule in Part A.

In addition, the Subrecipient will promptly notify the City at the address specified in Part A of any change in Subrecipient's personnel directly connected with the Project or administration of the Grant subject to this Agreement, including Subrecipient's Executive Director.

ARTICLE II. FINANCIAL CONDITIONS

SECTION 1 BUDGET AND COMPENSATION

Payments under this Agreement will be made by: advance payment; reimbursement.

- (A) **Budget.** Subrecipient shall adhere to the budget set forth in **Exhibit B**. The City may require a more detailed budget breakdown than the one contained in Exhibit B, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. All Project-related expenses must be reasonable and necessary.

If the Subrecipient wishes to charge an indirect cost rate, the Subrecipient must submit such rate to the City for approval. If the Subrecipient wishes to charge an indirect rate higher than the de minimis rate of 10%, the Subrecipient must develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the appropriate Federal agency and to the City for approval.

The Subrecipient shall apply the Grant funds in accordance with the parameters outlined in Part A, Scope of Services. Any change to a line-item expense that, by itself or in combination with any other line item expense change, is **equal to or greater** than 10% of the total budget amount over the life of the Agreement, shall require a formal amendment to the Agreement. Any request for a line-item expense change that, by itself or in combination with any other line item expense change, is **less** than 10% of the total budget amount, shall be submitted in writing and shall specifically state the reasons for the requested increase and a justification for the corresponding decrease in other line item(s). All budget revision and/or amendment requests will be reviewed and approved or denied by the City.

- (B) **Advance Payment.** The City will pay the Subrecipient in advance its allowable costs for the Project as identified in this Agreement, not to exceed the amount of the Grant, upon presentation of properly executed forms as provided or approved by the City, if the Subrecipient is considered a low-risk grantee and the Subrecipient maintains or demonstrates the willingness to maintain:
- (1) Written procedures that minimize the time elapsing between the transfer of funds and disbursement by the Subrecipient, and
 - (2) Financial management systems that meet the standards for fund control and accountability as established in 2 CFR Part 200, including the ability to track and remit interest amounts over \$500 per year earned on advance payments.

Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipient's actual, immediate cash requirements in carrying out the Project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Subrecipient for direct Project costs and the proportionate share of any allowable indirect costs. The Subrecipient must make timely payment to contractors in accordance with the contract provisions.

- (C) Reimbursement. If the Subrecipient is not able to meet the requirements for advance payments, or if the Subrecipient requests payment by reimbursement, the City shall reimburse the Subrecipient only for its actual, allowable costs incurred for the services identified in this Agreement not to exceed the amount of the Grant, upon presentation of properly executed reimbursement forms as approved by the City.
- i. The City shall only pay those allowable costs directly related to the Subrecipient's Competitive Process application, as approved by the City.
 - ii. The Subrecipient may not request reimbursements under this Agreement until the Grant funds are needed for payment of eligible costs, and the amount of each request must be limited to the amount needed for payment of eligible costs.
 - iii. The City will not issue more than 50% of the total Grant for reimbursement in any quarterly reimbursement period unless such a payment is (1) specifically provided for in this Agreement; or (2) otherwise requested in advance in writing by the Subrecipient and authorized by the City. Such reimbursement shall constitute full and complete payment by the City under this Agreement
 - iv. To receive partial or full reimbursement of the total Grant award, the Subrecipient shall report progress towards the Project goals detailed in Part A that is reasonably proportional to the reimbursement amount requested, or reasonable justification for lack of progress.
- (D) Priority of Funds. The Subrecipient agrees to utilize Grant funds to supplement rather than supplant funds otherwise available. To the extent available, the Subrecipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional payments of Grant funds. Such payments or reimbursements shall constitute full and complete payment by the City under this Agreement.
- (E) Withholding or Cancellation of Funds. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. The Subrecipient agrees that Grant funds determined by the City to be surplus upon completion of the Project will be subject to cancellation by the City. The City shall be relieved of any obligation for payments if CDBG funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.
- (F) Allowable Costs. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and approved by the City unless any or all such costs are disallowed by the State of Colorado or the United States Department of Housing and Urban Development.
- (G) Compliance with Regulations. Any payments or reimbursements made under this Agreement must comply with all other applicable requirements of 2 CFR Part 200.
- (H) Time of Payment. Payment shall be made within 30 days of receipt of accurate and complete reimbursement request documents submitted through ZoomGrants.

- (I) Where Payments Are Made: Payments shall be made to Subrecipient's address in Part A, or by electronic deposit into Subrecipient's bank account, whichever system is established by Subrecipient with the City.

SECTION 2 DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Subrecipient as they relate to the work. The Subrecipient shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all Grant funds and property acquired or improved with Grant funds, and ensure the same are used solely for authorized purposes.
- (B) Keep a continuing record of all Project disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Subrecipient's accounting records. The line-item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.
- (C) Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- (D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City, the State Auditor or HUD at any time during normal business hours and as often as necessary.
- (E) Inform the City concerning any Grant funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the Agreement period, and permit reassignment of the same by the City to other subrecipients.
- (F) Repay to the City any Grant funds in its possession at the time of termination of this Agreement that may be due to the City or HUD.
- (G) Maintain complete records concerning the receipt and use of all program income. Program income shall be reported monthly on forms provided by the City.
- (H) By executing this Contract, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

SECTION 3 REIMBURSEMENT BY SUBRECIPIENT

In the event the City or HUD determines any Grant funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days of written notification of the disallowance.

Upon expiration or termination of this Agreement, the Subrecipient must promptly pay back to the City any funding allocation not expended under this contract to be re-allocated by the City to future eligible projects.

SECTION 4 PROGRAM INCOME

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. Any Program Income generated shall be used by the Subrecipient for the Project before additional CDBG funds are disbursed to the Subrecipient per 24 CFR 570.504. By way of further limitation, the Subrecipient may use such income during the Agreement Term for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Term, unless the City authorizes the Subrecipient to retain those funds. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

ARTICLE III. GENERAL CONDITIONS

SECTION 1 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Subrecipient, in performance of this Agreement, agrees to comply with all applicable Federal, State and local laws and ordinances and other policies and guidelines established for the City of Fort Collins CDBG Program; and the rules and regulations promulgated by the U.S. Department of Housing and Urban Development, including but not limited to federal Community Development Block Grant Regulations at 24 CFR Part 570 Title II of the Cranston-Gonzales National Affordable Housing Act and all related federal regulations; and the specific federal requirements listed in **Exhibit C**.

SECTION 2. COMPLIANCE WITH C.R.S. § 8-17.5-101: Prohibition Against Employing Illegal Aliens

Subrecipient represents and agrees that:

1. As of the date of this Agreement:

A. Subrecipient does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and

B. Subrecipient will participate in the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (the “E-verify Program”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

2. Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Subrecipient that the

subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Subrecipient has confirmed the employment eligibility of all employees who are newly hired for employment to work under this Agreement through either the E-verify Program or the employment verification program established by the State of Colorado, pursuant to Section 8-17.5-102 (5)(c), C.R.S. (the “Department Program”).

4. Subrecipient is prohibited from using the E-verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Subrecipient obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Subrecipient shall:

A. Notify such subcontractor and the City within three days that Subrecipient has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Subrecipient shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Subrecipient shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

7. If Subrecipient violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Subrecipient shall be liable for actual and consequential damages to the City arising out of Contractor’s violation of Subsection 8-17.5-102, C.R.S.

8. The City will notify the Office of the Secretary of State if Subrecipient violates this provision of this Agreement and the City terminates the Agreement for such breach.

SECTION 3 CONFLICT OF INTEREST

No member, officer, or employee of the Subrecipient, or its designees or agents, no member of the governing body of the City of Fort Collins, and no other public official, employee, or Board or Commission member of the City of Fort Collins, who exercises any function or responsibilities with respect to the City’s CDBG funding program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any Subagreement, hereto or the proceeds thereof. Any potential conflict on the part of any of these parties shall be disclosed to representatives of the City’s Social Sustainability Department or the City’s Attorney’s Office.

SECTION 4 GRANTOR RECOGNITION

The Subrecipient shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding

source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with Grant funds. Such labeling and/or reference shall include the following credit line: "Funding for programs or projects of this agency has been provided in part by the Community Development Block Grant (CDBG) Program through the City of Fort Collins."

SECTION 5 LICENSING AND PROGRAM STANDARDS

The Subrecipient agrees to comply with and to obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services.

In the event of an investigation or suspension regarding any licensing related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold all further Grant funds, and may require the Subrecipient to remit to the City all or a portion of the Grant funds already received under this Agreement. The City may also declare the Subrecipient ineligible for any further participation in City Human Service Program (HSP), Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), or Affordable Housing Fund (AHF) Agreements.

SECTION 6 INDEMNITY

The Subrecipient agrees to defend, indemnify and save harmless the City, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting from there, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successor, assigns. This provision shall be inapplicable to the extent the City is judicially found solely negligent for such damage or injury.

SECTION 7 NOTICES

Any notices required to be given by the City to the Subrecipient or by the Subrecipient to the City shall be in writing and delivered to the other party by hand, by U.S. Mail, or by overnight commercial courier at the addresses listed in Part A. Notices shall be deemed received upon delivery if delivered by hand, the next business day if sent by commercial courier, or on the third business day after mailing if sent by U.S. Mail.

SECTION 8 CITIZEN AND CLIENT PARTICIPATION

The Subrecipient will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the Project.

SECTION 9 ASSIGNMENT AND SUBCONTRACTING

The Subrecipient shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

SECTION 10 RESERVATION OF RIGHTS

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

SECTION 11 AMENDMENTS TO AGREEMENT

The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties.

SECTION 12 FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold Grant funds is in addition to, and not in lieu of, the City's right to terminate as provided in Article III, Section 14 below. The City may consider performance under this Agreement when considering future awards.

SECTION 13 TERMINATION

If the Subrecipient fails to comply with the terms and conditions of this Agreement, the City may pursue such remedies as are available, including but not limited to, the termination of this Agreement in the manner specified herein.

- (A) Termination for Cause - If the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
- (1) The lack of compliance with the provisions of this Agreement is of such scope and nature that the City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 - (2) The Subrecipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by same;
 - (3) The Subrecipient has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

then, following notice to the Subrecipient and a reasonable opportunity to cure, the City may pursue such remedies as are available in accordance with 2 CFR 200.338 including, but not limited to, termination of this Agreement in whole or in part; and thereupon shall notify in writing the Subrecipient of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination by the City to the Subrecipient. Costs resulting from obligations incurred by the Subrecipient after termination of the Agreement are not allowable unless specifically authorized in writing by the City.

- (B) Termination for Convenience - The award may be terminated for convenience, in whole or in part, as follows:
- (1) By the City with the consent of the Subrecipient. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
 - (2) By the Subrecipient upon submitting written notification to the City. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the City may terminate the award in its entirety if the City determines that the remaining portion will not accomplish the purpose for which the award was made.
- (C) Termination for Withdrawal, Reduction or Limitation of Funding. If CDBG funding is not received from the federal government, or is withdrawn, reduced or limited in any way after the Effective Date of this Agreement, and prior to its normal completion, the City may summarily terminate this Agreement as to the Grant funds not received, reduced or limited, notwithstanding any other termination provision of this Agreement. If the reduction or limitation of funding is so great that the City of Fort Collins deems that the continuation of the Project is no longer in the best interests of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.
- (D) Continuing Obligations. When an award is terminated the Subrecipient remains responsible for compliance with the closeout and post-closeout obligations described in this Agreement.

SECTION 14 CLOSE-OUT

Upon termination of this Agreement, in whole or in part, for any reason including completion of the Project, the following provisions shall apply:

- (A) Upon written request by the Subrecipient, the City shall make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- (B) The Subrecipient shall submit to the City within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee. **Exhibit D** details the items the City may select for program audit, in addition to financial records affiliated with the Project.
- (C) The City's closeout of funds will not occur unless and until all requirements of 24 CFR 92.507 and all outstanding issues with the Subrecipient and/or and sub-subrecipients or subcontractors have been resolved to the satisfaction of the City.

SECTION 15 VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the City and the Subrecipient agree that the proper venue for such action is the Larimer County,

Colorado, District Court. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

SECTION 16 SEVERABILITY CLAUSE

If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 17 INTEGRATED DOCUMENT

This Agreement with any attachments, the Subrecipient’s corresponding application for the City’s Competitive Process, incorporated by reference, and the Subrecipient’s presentation before the CDBG Commission, incorporated by reference, constitute the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

SECTION 18 AUTHORITY TO SIGN

The persons signing this Agreement on behalf of the Subrecipient hereby affirm that all representations made by the Subrecipient to the City either in this Agreement or for the purpose of inducing the City to execute this Agreement are true, correct, honest and forthright, and that one or both of them have the authority to bind the Subrecipient to the terms of this Agreement.

SECTION 19 SUBRECIPIENT CERTIFICATION

By signing below, the Subrecipient certifies that it understands the requirements of, will comply with, and, during the term of this Agreement will remain in compliance with, Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and its implementing regulations, including, but not limited to, Subrecipient’s obligations under paragraph 10 of Exhibit C. All representations made by the Subrecipient to the City either in this Agreement or for the purpose of inducing the City to execute this Agreement are hereby certified to be true, correct.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the most recent signatory.

THE CITY OF FORT COLLINS, COLORADO
A Municipal Corporation

Date: _____

By: _____
City Manager

ATTEST:

City Clerk

(Printed Name)

APPROVED AS TO FORM:

Assistant City Attorney

(Printed Name)

RECIPIENT:
GRANTEE/ORGANIZATION NAME

Date: _____

By: _____
President, Board of Directors

By: _____
Executive Director

Federal I.D. #: _____

ATTEST:

Board Secretary
(Corporate Seal)

EXHIBIT A
(Page 1 of 2)

COMPLIANCE WITH C.R.S. § 24-76.5-101: Proof of Lawful Presence

Subrecipient acknowledges that the Grant is a “public benefit” within the meaning of C.R.S. § 24-76.5-102. As such, the Subrecipient shall ensure compliance with C.R.S. § 24-76.5-103 by performing the required verifications as appropriate. Specifically, when required the Subrecipient shall ensure that:

- a. If the public benefit provided by the Grant funds flows directly to a natural person 18 years of age or older (*i.e.*, not a corporation, partnership, or other legally-created entity) who has applied for that benefit, the Subrecipient shall require that person to:
 - (i) complete an affidavit like the example on page 2 of this Exhibit A.
 - (ii) attach a photocopy of the front and back of one of the following forms of identification: a valid Colorado driver’s license or Colorado identification card; a United States military card or military dependent’s identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.
- b. If an individual applying for the benefits provided with the Grant executes the affidavit stating that they are an alien lawfully present in the United States, Subrecipient shall verify the individual’s lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. If Subrecipient determines through such verification process that the individual is not an alien lawfully present in the United States, the Subrecipient shall not provide benefits to such individual with City funds.

City acknowledges that the Scope of Services provided by Subrecipient herein may fall within several exceptions to the verification requirements of C.R.S. § 24-76.5-103 for nonprofits. For example, certain programs, services, or assistance such as, but not limited to, soup kitchens, crisis counseling and intervention, short-term shelter or prenatal care are not subject to the verification requirements of C.R.S. § 24-76.5-103. Neither are public or assisted housing, housing services, housing assistance, or other similar benefit, unless required by federal law.

EXHIBIT A
(Page 2 of 2)

AFFIDAVIT PURSUANT TO C.R.S.24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY: Valid Forms of Identification

- current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit
- current Colorado identification card
- U.S. military card or dependent identification card
- U.S. coast guard merchant mariner card
- Native American tribal document

For a list of other documents acceptable as proof of lawful presence, visit
https://www.colorado.gov/pacific/sites/default/files/CPED_WIWO_Documents-Proof-Lawful-Presence.pdf

Exhibit B

Budget

[Insert PDF from Application]

SAMPLE

Exhibit C

Federal Legal Requirements

(6 pages)

1. BENEFIT TO LOW INCOME PEOPLE

(A) All Subrecipients providing direct benefit services shall provide such services to benefit extremely low, very low, and low income persons to the maximum extent feasible (but not less than 51% of the persons receiving the service).

- Individual persons or families provided a specific direct benefit or service must qualify under current income eligibility limits (% of AMI) as established by HUD.
- Any deviation can be made only if it is clear that the service or benefit, to a person whose income exceeds very low- and low-income persons, is otherwise necessary as an integral part of the activity.
- The Subrecipient shall maintain records that clearly document its provision of services, and the income range and household size of the persons it serves. Intake applications with clients self-reporting their income may be allowable documentation.

(B) Alternatively, Subrecipient may be categorized as a Presumed Benefit service provider, if the Project exclusively serves one or more of the following special populations, as defined by HUD: abused children, victims of domestic violence from an intimate partner, elderly persons (age 62+), severely disabled adults, persons experiencing homelessness, illiterate adults, persons living with AIDS or HIV, or migrant farm workers. If categorized as a Presumed Benefit service provider, Subrecipient is not required to maintain records that document income for clients served with the Grant.

(C) The Subrecipient's income tracking classification is specified in the description of the Project in Part A of this Agreement. In either event, the Subrecipient shall maintain records documenting if the person being served is a female head of household, an ethnic/racial minority, and/or has a disability.

2. UNIFORM ADMINISTRATIVE REQUIREMENTS

Subrecipient shall comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. SEPARATION OF CHURCH AND STATE

In providing services utilizing CDBG funds the Subrecipient agrees that:

- (1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (2) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (3) It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services;

4. FEDERAL STANDARDS FOR EMPLOYMENT PRACTICES

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60) will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure 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.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. 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.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act (OSHA) of 1970, they shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

5. LOCAL EMPLOYMENT AND PURCHASING

Funding under this agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The Subrecipient agrees to comply with provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued thereunder. The Subrecipient agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the Project area and agreements for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the area of the Project. Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance and community development assistance that is used for the following projects: 1. Housing rehabilitation (including reduction and abatement of lead based paint hazards, but excluding routine maintenance, repair and replacement); 2. Housing construction; and 3. Other public construction.

6. CONTRACTING WITH SMALL BUSINESSES, MINORITY BUSINESS ENTERPRISES, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS

The Subrecipient will take all necessary affirmative steps to assure that small businesses, minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible. As used in this Agreement, the term "minority business enterprise" and "women's business enterprise" mean 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 American citizens who are Asian, Black, Hispanic, and/or Native

American. The Subrecipient may rely on written representations by Subrecipients regarding their status as minority and women's business enterprises in lieu of an independent investigation.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this subsection.

7. DISPLACEMENT, RELOCATION, ACQUISITION AND REPLACEMENT OF HOUSING

The Subrecipient shall comply with the requirements relating to displacement, relocation, acquisition and replacement of housing (24 CFR Part 570.606). Displacement of persons (families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

8. DAVIS BACON AND RELATED ACTS

The Subrecipient shall comply with the requirements of the Davis-Bacon and Related Acts (DBRA) when a contract for construction, alteration, and/or repair exceeds \$2,000, is federally assisted, and involves the employment of laborers and/or mechanics to perform the work.

9. LEAD BASED PAINT

The Subrecipient shall comply with HUD Lead-Based Paint Regulations (24 CFR Part 35 et seq.) issued in the Federal Register, September 15, 1999, which require elimination, as far as practical, of immediate hazards due to the presence of paint in residential structures that may contain lead to which children under seven years of age may be exposed.

10. DISCRIMINATION PROHIBITED

- (A) The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478 and 12086.

The Subrecipient shall not, on the grounds of race, color, national origin, religion, creed, disability, age, sex, actual or perceived sexual orientation, gender identity, marital status, familial status, or because a family includes children:

- (1) Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- (2) Provide any facilities, services, financial aid, or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- (3) Subject an individual to segregated or separate treatment in any facility in, or in any matter if process related to receipt of any service or benefit under this Agreement;
- (4) Restrict an individual in any way in access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- (5) Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or benefit under this Agreement;
- (6) Deny anyone an opportunity to participate in any program or activity as an employee that is different from that afforded others under this Agreement.

The Subrecipient shall:

- (1) Develop and provide to the City in writing a Title VI Plan describing how the Subrecipient will implement compliance with Title VI, including a Language Access Plan describing how the Subrecipient will provide meaningful language access to persons with limited English proficiency. Subrecipient's Plan is subject to approval by the City; and
 - (2) Post written notice of non-discrimination in its facilities and make available to its clients a Title VI complaint form, in a form reasonably acceptable to the City.
- (B) The Subrecipient shall abide by all applicable provisions of Section 504 of the HEW Rehabilitation Act of 1973 as amended (implemented in 24 CFR part 8) prohibiting discrimination against handicapped individuals, and the Age Discrimination Act of 1975 (implemented in 24 CFR part 146) prohibiting discrimination on the basis of age, either through purpose or intent.
- (C) If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such action as may be required to ensure full compliance with the provisions of this section, including sanctions for noncompliance.

11. ARCHITECTURAL BARRIERS ACT/AMERICANS WITH DISABILITIES ACT

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under the CDBG program after December 11, 1995 and that meets the

definition of “residential structure” as defined in 24 CFR part 40.2 or the definition of “building” as defined in 41 CFR part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings). The Americans with Disabilities Act (“ADA”) (42 USC 12131; 47 USC 155, 210, 218 and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

12. CLEAN AIR AND WATER POLLUTION CONTROL ACTS

If the funding provided under this Agreement exceeds \$150,000, Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7571q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to HUD and the Regional Office of the Environmental Protection Agency.

13. ANTI-LOBBYING

The Subrecipient certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

14. PROCUREMENT OF RECOVERED MATERIALS

If the Subrecipient is a state agency or agency of a political subdivision of a state, Subrecipient and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. TRAFFICKING VICTIMS PROTECTIN ACT

The Subrecipient will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

16. OTHER PROGRAM REQUIREMENTS

The Subrecipient shall carry out each activity in compliance with each Federal law and regulation described in Subpart K of 24 CFR 570, regardless of whether such law is specifically stated in this Agreement, except that:

- (1) The Subrecipient does not assume the City’s environmental responsibilities described in Section 570.604; and
- (2) The Subrecipient does not assume the City’s responsibility for initiating the review process under Executive Order 12372.

EXHIBIT D

Preparing for Your Monitoring

Agency Operations

- Current HUD Income Limits that staff uses to determine client income eligibility
- Information regarding any recent staff changes that affect the grant. This includes employees whose salary is reimbursed by the grant, managers who oversee these staff, people who prepare financial and/or beneficiary reports for the grant, and any/all executive level changes.
- Information about whether any board members or employees are assisted with this program.

Employee Information and Documents

Required Postings—(all should be easily accessible to all employees):

- COLORADO STATE LABOR LAW REQUIREMENTS:
 - Colorado Minimum Wage Act - Includes 2017 Minimum Wage
 - Colorado Unemployment Insurance
 - Colorado Anti-Discrimination Laws
 - Colorado Workers' Compensation Act
 - Payday Notice
- FEDERAL LABOR LAW REQUIREMENTS:
 - Family and Medical Leave Act
 - Federal Minimum Wage
 - Employee Polygraph Protection Act
 - Equal Employment Opportunity is the Law
 - USERRA - Uniformed Services Employment and Reemployment Rights Act
 - OSHA - Job Safety & Health Protection Equal Opportunity
- Title VI Complaint Process Publicly Posted in English and Spanish (should be accessible to *clients*)

Employment Application:

- Equal Opportunity Employer language
- Affirmative Action language
- Anti-discrimination language

Employee Handbook:

- Anti-discrimination language
- Anti-harassment language
- Non-retaliatory grievance procedure
- Whistleblower provision
- Drug free workplace language

Client Information and Documents

Client Handbook or Intake Materials:

- Anti-discrimination language
- Non-retaliatory grievance procedure

Proof of Language Access:

- All Vital Documents available in languages other than English (client handbook, intake forms, agreements, etc.)
- Language Access Plan (policy/protocol document explaining the prevalence of non-English speaking clientele, what languages they speak, and how these clients can equitably access your program)
- Process or materials for translation and interpretation services

Beneficiary Review:

Subrecipient may be asked to securely share the following for a subset of randomly selected clients served by the Grant:

- Application for services
- Dates of service in the program (start and end date, if applicable)
- Age/DOB
- Copy of ID (front & back, if applicable)
- Affidavit of Lawful Presence, signed by client, if applicable
- Evidence of qualification for presumed benefit, if applicable
- Income Source/s
 - If reporting beneficiaries by AMI, evidence of income for household. Examples:
 - 3 months paystubs
 - Social Security benefits letter
 - Proof of DHS benefits, such as Food Stamps, TANF, WIC, or CCAP
 - Pension benefits letter
 - Self-reported income on intake application materials
 - AMI level of household
 - Affidavit of Zero Income
 - **If Presumed Benefit, record of income source and amount, *no evidence needed***
- Evidence of service in alignment with grant contract goal/s. Documentation should include dates. May include:
 - Needs assessment
 - Progress notes
 - Case management documentation