

RECIPIENT SERVICE AGREEMENT

COMPETITIVE PROCESS: PUBLIC SERVICE CATEGORY

HUMAN SERVICE PROGRAM FUNDING

AN AGREEMENT, by and between the City of Fort Collins hereinafter referred to as “City” and the **ORGANIZATION NAME**, hereinafter referred to as “Recipient”, by which the funding recipient agrees to carry out specific activities under the City’s Human Service Program (HSP) funding 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, in allocating Human Service Program (HSP) monies from the General Fund, hereby designates the Recipient to undertake, and the Recipient hereby agrees to undertake the activities specifically described in its Competitive Process application and summarized below:

Human Service Program funds of \$ _____ will be used to (description of how funds will be spent) in Fort Collins.

A. General Statement

Organization Name will provide (general description of funded programming). The services provided will be in accordance with the Organization Name Spring 2018 Competitive Process proposal, and as approved by City Council on June 5, 2018.

It is anticipated that approximately #### unduplicated clients will be served over the course of this 12-month contract: ### clients at 0-30% AMI, ### clients at 31-50% AMI; and ### clients at 51-80% AMI.

B. With These Funds Recipient Shall:

- (Description of specific programming activities funded - from grant application)
- (Description of specific programming activities funded - from grant application)
- (Description of specific programming activities funded - from grant application)
- (Description of specific programming activities funded - from grant application)

SECTION 2 PROJECT DESCRIPTION

Type of Project

Public Service

Funded Amount

\$ _____

Project Location

Fiscal Year: 2018

ADDRESS

Population Served

CITY/STATE/ZIP

SECTION 3 TERM OF AGREEMENT

The term of this Agreement is October 1, 2018 through September 30, 2019, but 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 of this Agreement shall cover the period that the Recipient has control over Human Service Program funds.

SECTION 4 PROGRAM REPORTING

The Recipient shall submit such reports as required by the City to meet its local obligations and regulations. 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 services specified in Article I, Section 1, Scope of Services, of this Agreement.
- (B) Quarterly reports on demographic and income information regarding persons assisted by the Recipient through this Agreement.
- (C) Close out reports including a final performance report and final financial report, upon termination or completion of the award.

In addition, the Recipient will promptly notify the City at the address specified in Section 9 below of any change in Recipient's personnel directly connected with the Project or administration of HSP funds subject to this Agreement, including Recipient's Executive Director.

ARTICLE II FINANCIAL CONDITIONS

SECTION 1 BUDGET AND COMPENSATION

The City shall reimburse the Recipient its allowable costs for the services identified in this Agreement not to exceed **DOLLAR AMOUNT (\$ _____)** upon presentation of properly executed reimbursement forms as provided or approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Recipient's Competitive Process application and approved by the City unless any or all such costs are disallowed by the State of Colorado.

Any reimbursements made under this Agreement must comply with the applicable City regulations. The Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

Time of Payment: Payment shall be made within 30 days of receipt of accurate and complete reimbursement request documents submitted through ZoomGrants.

Where Payments Are Made: Payments shall be made to: Organization Name & Address or by electronic deposit into Recipient's bank account, whichever system is established by Recipient with the City.

The Recipient shall apply the funds received from the City under this Agreement in accordance with the parameters outlined in Article I, Section 1, Scope of Services. Any line item expense, by itself - or in combination with any other line item expense change, 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, by itself - or in combination with any other line item expense change, equal to or 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.

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 shall have the right to audit the records of the Recipient as they relate to the work. The Recipient shall also:

- (A) Maintain an effective system of internal fiscal control and accountability for all Human Service Program (HSP) funds and property acquired or improved with HSP funds, and ensure the same are used solely for authorized purposes.
- (B) Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Recipient'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, or the State Auditor at any time during normal business hours and as often as necessary.
- (E) Inform the City concerning any funds allocated to the Recipient, that the Recipient anticipates will not be expended during the Agreement period, and permit reassignment of the same by the City to other Recipients.
- (F) Repay to the City any funds in its possession at the time of termination of this Agreement that may be due to the City.
- (G) By executing this Contract, Recipient 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

The City shall reimburse the Recipient only for actual incurred costs upon presentation of properly executed reimbursement forms approved by the City. Only those allowable costs directly related to the Agency's Competitive Process application, approved by the City shall be paid consistent with Article II, Section 2, Documentation of Costs and Other Financial Reporting. The amount of each request must be limited to the amount needed for payment of eligible costs.

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

- (A) The Recipient agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.
- (B) The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.
- (C) The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

SECTION 4 PROGRAM INCOME

Use of any program income received by the Recipient as a result of, or in connection with, Human Service Program funds shall be used for the current operation and benefit of the specific program/project for which HSP funding was awarded.

ARTICLE III. GENERAL CONDITIONS

SECTION 1 BENEFIT TO LOW INCOME PEOPLE

All Recipients 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 Area Median Income), as established by the Department of Housing and Urban Development (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 Recipient shall maintain records that clearly document the income range and household size of the persons it serves. Furthermore, the Recipient shall maintain records documenting if the person being served is a female or male head of household, is an ethnic/racial minority, and/or has a disability.

SECTION 2.1 COMPLIANCE WITH LAWS

The Recipient, in performance of this Agreement, agrees to comply with all applicable Federal, State and Local Laws and ordinances. Recipient agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

SECTION 2.2 COMPLIANCE WITH C.R.S. § 24-76.5-101 (HB1023): Proof of Lawful Presence

Recipient acknowledges that the City funds are a “public benefit” within the meaning of C.R.S. § 24-76.5-102. As such, the Recipient shall ensure compliance with C.R.S. § 24-76.5-103 by performing the required verifications. Specifically, when required the Recipient shall ensure that:

- a. If the public benefit provided by the funds flows directly to a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
 - (i) complete the affidavit attached to this Agreement as **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 identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, Recipient shall verify his/her 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. In the event Recipient determines through such verification process that the individual is not an alien lawfully present in the United States, the Recipient shall not provide benefits to such individual with City funds.

City acknowledges that the Scope of Services provided by Recipient herein may fall within several exceptions to the verification requirements of C.R.S. § 24-76.5-103 for non-profits. 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.

SECTION 2.3 COMPLIANCE WITH C.R.S. § 8-17.5-101 (HB 1343): Prohibition Against Employing Illegal Aliens

Recipient represents and agrees that:

1. As of the date of this Agreement:

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

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

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

A. Notify such subcontractor and the City within three days that Recipient 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 Recipient 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. Recipient 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 Recipient 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, Recipient 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 Recipient violates this provision of this Agreement and the City terminates the Agreement for such breach.

SECTION 3 FEDERAL STANDARDS FOR EMPLOYMENT PRACTICES

The Recipient 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 Recipient 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 Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that it is an Equal Opportunity or Affirmative Action Employer.

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.

SECTION 4 DISCRIMINATION PROHIBITED

(A) The Recipient shall not, on the grounds of race, color, national origin, religion, creed, disability, age, sex, actual or perceived sexual orientation, gender identity, marital status, or familial status:

- (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, which is different from that afforded others under this Agreement.

SECTION 5 CONFLICT OF INTEREST

No member, officer, or employee of the Recipient, 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 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 6 SEPARATION OF CHURCH AND STATE

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services utilizing Human Service Program funds the Recipient agrees that, in connection with such services:

- (A) 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;

- (B) 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;
- (C) 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;

SECTION 7 LICENSING AND PROGRAM STANDARDS

The Recipient 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 Agreement funds. In addition, monies already received under the terms of this Agreement, may be owed back to the City. The City may also declare the Recipient ineligible for any further participation in City Human Service Program (HSP), Keep Fort Collins Great (KFCG) Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), or Affordable Housing Fund (AHF) Agreements.

SECTION 8 LIABILITY

The Recipient shall be responsible for its own negligence and for the direct and indirect consequences of its performance hereunder, and the City shall have no liability or obligation in connection with any damage, injury or other loss resulting therefrom. Nothing herein is intended as a waiver of the protections of the Colorado Governmental Immunity Act, Colo. Rev. Stat. Sec. 24-10-101 et seq.

SECTION 9 NOTICES

Any notices required to be given by the City to the Recipient or by the Recipient to the City shall be in writing and delivered to the following parties at the following addresses:

City:

Human Service Program
Social Sustainability Department
City of Fort Collins
PO Box 580 (222 Laporte Ave. - 80521)
Fort Collins CO 80522-0580

Recipient:

Executive Director
Organization Name
Address
City/State/Zip

SECTION 10 CITIZEN AND CLIENT PARTICIPATION

The Recipient 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 program or project covered under this Agreement.

SECTION 11 ASSIGNMENT AND SUBCONTRACTING

The Recipient 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 12 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 13 AMENDMENTS TO AGREEMENT

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

SECTION 14 FAILURE TO PERFORM

In the event of a failure by the Recipient 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 Recipient from incurring additional obligations of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of, the City's right to terminate as provided in the General Conditions, Article III, Section 15, Termination, of this Agreement. The City may consider performance under this Agreement when considering future awards.

SECTION 15 TERMINATION

If the Recipient 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 Recipient 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 Recipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by same;
- (3) The Recipient 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.

The City may terminate this Agreement in whole or in part; and thereupon shall notify in writing the Recipient 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 Recipient. Costs resulting from obligations incurred by the Recipient 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 Recipient. 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 Recipient 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

In the event that funding 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 funds reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding so reduced or limited is so great that the City of Fort Collins deems that the continuation of the program covered by the Agreement is no longer in the best interest 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 Recipient or its representative.

(D) Remedies

In the event of termination for cause, the City may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies. All representations made by the Recipient to the City either in this

Agreement or for the purpose of inducing the City to execute this Agreement are hereby sworn to the City to be true, correct, honest and forthright and are made under penalty of perjury.

SECTION 16 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 Agency, the City shall make or arrange for payment to the Recipient of allowable reimbursable costs not covered by previous payments.
- (B) The Recipient shall submit 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.
- (C) Close-out of funds will not occur unless all outstanding issues with the general contractor and or subcontractor have been resolved to the satisfaction of the City.

SECTION 17 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 Recipient 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 18 SEVERABILITY CLAUSE

It is understood and agreed by the parties that 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 19 INTEGRATED DOCUMENT

This Agreement with any attachments, the Recipient's corresponding application for the City's Competitive Process, incorporated by reference, and the Recipient'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.

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: _____
Darin A. Atteberry, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sr. Assistant City Attorney

**RECIPIENT:
ORGANIZATION NAME**

Date: _____

By: _____
President, Board of Directors

By: _____
Executive Director

Federal I.D. #: ##-#####

ATTEST:

Board Secretary
(Corporate Seal)

EXHIBIT A

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