

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

THIS SUBRECIPIENT SERVICE AGREEMENT (“Agreement”), is entered into by and between the City of Fort Collins (“City”) and **ORGANIZATION NAME** (“Subrecipient”), by which the Subrecipient agrees to carry out specific activities under the City’s Community Development Block Grant (CDBG) Program and Human Services Program (HSP) funding establishing certain other terms and conditions of operation, and shall be effective on the date last signed below.

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 activities specifically described in the Subrecipient’s application for funding and summarized below (the “Project”):

A. General Statement

Organization Name will provide (general description of funded programming). The services provided will be in accordance with Organization Name Spring 2020 Competitive Process proposal, and as approved by City Council on June 2, 2020.

B. Subrecipient Shall:

Work to attain the following goals for the project:

It is anticipated that approximately unduplicated clients will be served over the course of this 12-month contract: clients at the 0-30% AMI level; clients at the 31-50% AMI level; clients at the 51-80% AMI level; and ; clients at or above the 81% AMI level **OR Presumed Benefit (category:).**

It is anticipated that progress will be measured towards the following programmatic outcome targets:

- **(Description of specific programming goals - from grant application)**
- **(Description of specific programming goals - from grant application)**
- **(Description of specific programming goals - from grant application)**

Grant funds of \$ will be used to assist with . *Actual hours worked. Vacation, medical or other leave not eligible.

SECTION 2. PROJECT DESCRIPTION

Type of Project: Public Service
Project Location: ADDRESS/CITY/STATE/ZIP
National Objective: LMC
Basic Eligible Activity 24 CFR 570.201(e) Public Service
Matrix Code: 05B, _____

Funded Amount: \$ _____
Fiscal Year: 2020
Service Area: Fort Collins
Population Served: _____

SECTION 3. TERM OF AGREEMENT

The term of this Agreement is **October 1, 2020** through **September 30, 2021**, but may be extended by mutual agreement of the parties in writing. Notwithstanding other provisions of this agreement, this Agreement will remain in effect until the City determines that the Subrecipient has completed all applicable administrative actions and all Project work under this Agreement.

SECTION 4. PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the City to meet its local obligations 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 services specified in Article I, Section 1, Scope of Services, of this Agreement, including demographic and income information regarding persons assisted by the Recipient through this Agreement.
- (B) Mid-term and end-of-term progress reports on the measurable outcomes specified in Article I, Section 1, Scope of Services, of this Agreement.
- (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. The final performance report will be due 30 calendar days after the Agreement term expires.

In addition, the Recipient will promptly notify the City at the address specified in Article IV, Section 3 below of any change in Recipient's personnel directly connected with the Project or administration of CDBG or a combination of CDBG and HSP funds subject to this Agreement, including Recipient's Executive Director.

ARTICLE II. FINANCIAL CONDITIONS

SECTION 1. BUDGET AND COMPENSATION

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

- (A) Advance Payment. The City will pay the Subrecipient in advance its allowable costs for the Project as identified in this Agreement, not to exceed **DOLLAR AMOUNT (\$ _____)**, 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.

- (B) 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 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. The Subrecipient may not request reimbursements 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. The City will not issue more than 50% of the total grant award 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 Recipient and authorized by the City.
- (C) Priority of Funds. The Subrecipient agrees to utilize funds available under this Agreement 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 cash payments. Such payments or reimbursements shall constitute full and complete payment by the City under this Agreement.
- (D) 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 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 funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

- (E) 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.
- (F) Compliance with Regulations. Any payments or reimbursements made under this Agreement must comply with all other applicable requirements of 2 CFR Part 200.
- (G) All budget revision and/or amendment requests will be reviewed and approved or denied by the City.

Time of Payment: Payment shall be made upon receipt of requested documents sent electronically to a designated email address or mailed to: CDBG Program, Social Sustainability Department, City of Fort Collins, P.O. Box 580 (222 Laporte Ave, 80521), Fort Collins, CO 80522-0580.

Where Payments Are Made: Payments shall be made by electronic deposit into Subrecipient's bank account, according to a process 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 United States Department of Housing and Urban Development 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 CDBG funds and property acquired or improved with CDBG funds, and make sure 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 the United States Department of Housing and Urban Development at any time during normal business hours and as often as necessary.

- (E) Inform the City concerning any 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 funds in its possession at the time of termination of this Agreement that may be due to the City or the United States Department of Housing and Urban Development.
- (G) Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by the City.
- (H) By executing this Agreement, 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

In the event the City or United States Department of Housing and Urban Development determines any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or United States Department of Housing and Urban Development 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 closeout of this Agreement, the Subrecipient must promptly refund to the City any balances of unobligated CDBG funds that are not authorized to be retained for use in other projects and any accounts receivable attributable to the use of CDBG funds.

SECTION 4. PROGRAM INCOME

Use of any program income received by the Subrecipient with CDBG funds under this Agreement shall comply with 24 CFR 570.504 (c).

ARTICLE III. 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 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 and other policies and guidelines established for the City of Fort Collins CDBG Program; Title II of the Cranston-Gonzales National Affordable Housing Act and all related federal regulations; and the following:

A. FEDERAL REQUIREMENTS

SECTION 1. BENEFIT TO LOW INCOME PEOPLE

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%). 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 the income range and household size of the persons it serves. Furthermore, the Agency shall maintain records documenting if the person being served is a female head of household, and/or is an ethnic/racial minority.

SECTION 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.

SECTION 3. SEPARATION OF CHURCH AND STATE

In providing services utilizing CDBG funds the Subrecipient agrees that:

- (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 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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, and a Language Access Plan describing how the Subrecipient will provide meaningful language access to persons with limited English proficiency. Both Plans are 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 15. 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 funds made available under this Agreement. 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 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:

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

B. STATE AND LOCAL REQUIREMENTS

SECTION 1. PROOF OF LAWFUL PRESENCE

Subrecipient acknowledges that the City's Competitive Process funds are 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 of State statute by performing the required verifications as appropriate. Specifically, when required the Subrecipient 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 **Attachment 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, Subrecipient 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 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 the City's Competitive Process funds.

The 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 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. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Pursuant to Section 8-17.5-101, C.R.S., et seq., Subrecipient represents and agrees that:

a. As of the date of this Agreement:

1. Subrecipient does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
2. Subrecipient will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "the e-Verify Program" or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

b. Subrecipient shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or knowingly enter into a contract with a subcontractor knowingly employs or contracts with an illegal alien to perform work under this Agreement.

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

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

1. 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
2. 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.

e. 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.

f. 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 Subrecipient’s violation of Subsection 8-17.5-102, C.R.S.

g. 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, 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 Program, during his or her 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 CDBG Program or the City Attorney’s Office.

ARTICLE IV: GENERAL CONDITIONS

SECTION 1. LICENSING AND PROGRAM STANDARDS

The Subrecipient agrees to comply with 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; and the Subrecipient agrees to obtain, at its own expense, all necessary licenses and permits. All references in this Agreement to federal, state or local laws, regulations or policies shall be deemed to refer to such laws, regulations or policies as are in effect as of the date of this Agreement or as may hereafter be amended.

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

SECTION 2. 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 3. 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 following parties by hand, by U.S. Mail, or by overnight commercial courier at the following addresses:

City:

CDBG Program
Social Sustainability Department
City of Fort Collins
PO Box 580 (222 W Laporte Ave, 80521)
Fort Collins CO 80522-0580

Subrecipient:

Executive Director
Grantee/Organization Name
Address
City, State, Zip

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 4. 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 program or project covered under this Agreement.

SECTION 5. 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 6. 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 7. AMENDMENTS TO AGREEMENT

This Agreement cannot be amended or modified except in writing, signed by both parties.

SECTION 8. 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 funds is in addition to, and not in lieu of, the City's right to terminate as provided in Article IV Section 10 below. The City may also consider performance under this Agreement when considering future awards.

SECTION 9. TERMINATION

(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; or
- (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, the 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 and will not be reimbursed by the City 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

In the event that 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 funds not received, reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding is reduced to such an extent 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 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 10. 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 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) Closeout of funds will not occur unless all requirements of 24 CFR 92.507 and all outstanding issues with the Subrecipient and/or any sub-subrecipients or subcontractors have been resolved to the satisfaction of the City

SECTION 11. 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 12. 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 13. INTEGRATED DOCUMENT

This Agreement with any attachments, and the Subrecipient's corresponding application for the City's Competitive Process, 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 14. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

SECTION 15. 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 Article III Section 10 above. 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: _____
Darin A. Atteberry, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sr. Assistant City Attorney

**SUBRECIPIENT:
ORGANIZATION NAME**

Date: _____

By: _____
President, Board of Directors

By: _____
Executive Director

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

ATTEST:

Board Secretary
(Corporate Seal)

ATTACHMENT A
AFFIDAVIT TEMPLATE FOR PROOF OF LEGAL PRESENCE

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