

SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF CARROLLTON, TEXAS AND METROCREST SERVICES

THIS AGREEMENT, entered this day of March 2, 2021, is by and between the CITY OF CARROLLTON (“Grantee”) and METROCREST SERVICES (“Subrecipient”) (collectively Grantee and Subrecipient may be referred to as the “Parties”).

WHEREAS, the Grantee received a CDBG-CV CARES Act (“Act”) allocation from the United States Department of Housing and Urban Development (“HUD”), to be administered through its Community Development Block Grant (“CDBG”) Entitlement Program per Title I of the Housing and Community Development Act of 1974, Public Law 93-383; and

WHEREAS, HUD directed these funds to be incorporated into Grantee’s Program Year 2019 Action Plan, budgeted for CDBG-eligible activities in the City of Carrollton that address, respond to, and prevent COVID-19; and

WHEREAS, HUD directed the Act funds be identified as CDBG-CV resources to distinguish them from the Grantee’s CDBG Entitlement Program Year 2019 allocation, program income and carry over from previous years to facilitate monitoring, auditing, and otherwise tracking of these funds in applicable federal and local reports, plans and budgets; and

WHEREAS, as a result of COVID-19 in the City of Carrollton, residents have been directly affected by the coronavirus, impacting the health of Carrollton residents; and

WHEREAS, Grantee has determined that investment of its CDBG-CV allocation in a CDBG eligible public services activity to address, treat and prevent the spread of COVID-19 in Carrollton by a qualified nonprofit agency, will best serve its low- to moderate-income households in the community affected by COVID-19; and

WHEREAS, based on Subrecipient’s qualifications, staff capacity, and considerable experience administering similar federally-funded programs and activities in a timely manner, Grantee has designated Subrecipient as most appropriate to carry out the CDBG-CV eligible public service activity(s) in an expeditious manner as identified in the Scope of Services; and

WHEREAS, Grantee wishes to engage Subrecipient to assist Grantee in utilizing such funds to benefit low-income to moderate-income residents of the City of Carrollton by preventing, addressing, or responding to COVID-19.

NOW, THEREFORE, it is agreed between the Parties hereto that:

I. PURPOSE

- A. This Agreement sets forth the responsibilities of Grantee and Subrecipient in accomplishing the objectives established by HUD for Act funding to the Grantee

through the CDBG Entitlement Program, as set forth in the Housing and Community Development Act of 1974, as amended, (42 U.S.C. 5301 et seq.) hereinafter referred to as CDBG.

- B. Grantee is sub-granting funds to Subrecipient to be used to meet the CDBG Program's National Objective to principally benefit person of low- to moderate-income, which is defined as 80% or less of the area's median income, by addressing the CDBG Program goals of providing residents with decent housing, a suitable living environment, and expanding economic opportunities and the CDBG-CV goals of preventing, addressing, or responding to COVID-19. While Grantee is required by HUD to expend 70% of its CDBG-CV funds to benefit low- to moderate- income persons, 100% of Grantee's allocation will be expended to respond to the community's urgent need for assistance to address housing and workforce employment impacted by COVID-19.
- C. Based on information provided by Subrecipient and other local and regional public service agencies/organizations, Grantee has determined no other source of financial assistance is available to provide the same public services as those funded through Carrollton's CDBG-CV public services activity. There will be no duplication of benefits provided to the same eligible beneficiaries of this activity during the same period of performance.
- D. The City of Carrollton's CDBG-CV funded public service activity is restricted to costs associated with addressing housing and workforce employment impacted by COVID-19 has affected low- to moderate- income residents of Carrollton.

II. STATEMENT OF WORK

- A. Scope of Work: Subrecipient will be responsible for administering and implementing CDBG-CV Program Year 2019 funds, as identified in the amended 2019 Action Plan for the City of Carrollton, in compliance with all applicable HUD and other federal, state, and local regulations, procedures and policies, for the purpose of preventing and addressing the housing and employment needs of low- to moderate- income Carrollton residents due to COVID-19. 100% of individuals/households receiving housing and employment assistance through this public services activity will qualify as low- to moderate- income households.

Subrecipient agrees to provide employment services and case management for employment services to eligible individuals and households providing counseling and assistance for housing and employment for individuals impacted by COVID-19.

- i. Subrecipient agrees to provide CDBG eligible public services to address the housing and employment needs in Carrollton during this Agreement's period of performance which includes providing staffing for the Housing Stability and Workforce Development programs, specifically funding to support the staffing of these programs through the COVID-19 pandemic to a date no later than September 30, 2022.
 - ii. Subrecipient agrees to provide adequate case management and employment staff to implement this public services activity to assist those whose housing and employment has been affected by the COVID-19 pandemic on behalf of eligible Carrollton households.
 - iii. Subrecipient agrees to provide HUD compliant support documentation detailing staffing costs, and case management provided by the Subrecipient with CDBG-CV funds during the period detailed, herein.
 - iv. Subrecipient agrees to provide HUD compliant support documentation verifying income qualification for Carrollton households served by Subrecipient.
 - v. Subrecipient agrees to provide public services under this Agreement in providing staff to work in the expanded role of assisting housing and employment opportunities to those eligible Carrollton residents impacted by the COVID-19 pandemic.
- B. Use of CDBG-CV funds: Use of funds shall be limited to actual costs of employee staffing, case management, and employment assistance of Carrollton residents impacted by COVID-19 provided by the Subrecipient. Total PY2019 CDBG-CV funding provided by Grantee to Subrecipient under this Agreement may not exceed \$527,768.50.
- C. Period of Performance: Such services provided by Subrecipient shall begin upon passage of a Resolution by City Council and are effective from April 1, 2020 and shall end by September 30, 2022, or upon the depletion of the PY2019 CDBG-CV funds granted under this Agreement.
- D. CDBG National Objectives: All activities funded by CDBG Entitlement Program funds must meet one of the Program's National Objectives: to principally benefit persons of low- and moderate- income; to prevent or eliminate slums or blight; or to meet needs having a particular urgency. By signing this Agreement, Subrecipient certifies that the public service activity carried out under this Agreement will meet the National Objective of principally benefiting low- to moderate- income persons by limiting use of funds to Carrollton residents, at least 51 percent of whom are low- or moderate- income. The public service activity is an eligible use of CDBG funds per 24 CFR Section 570.208(a)(2).
- E. Budget: Grantee has budgeted a total of \$527,768.50 in PY2019 CDBG-CV funds to achieve the National Objective identified in the Scope of Work for this Agreement through the specified public service activity.

III. RECORDS AND REPORTS

- A. Audit: Subrecipient shall allow Grantee, HUD, and any of their authorized representative(s) access to records pertaining to this Agreement for the purpose of audit or examination relating to the use of the CDBG-CV funds subject to the terms of this Agreement.
- B. Monthly Reports: Following execution of this Agreement, Subrecipient shall submit a monthly report to Grantee throughout the period of performance for this Agreement, as required for HUD reporting purposes. The report shall provide documentation verifying the Carrollton residency and income eligibility of each household served and detailed budget information identifying expenditures for each household served during the period since the last monthly report.
- C. Maintain Records: Subrecipient shall maintain all financial records, supporting documents, statistical records, and all other records pertinent to activities and expenditures subject to this Agreement for a period of four (4) years. The records retention period begins on the date of the submission of Grantee's annual performance and evaluation report (CAPER) to HUD in which activities assisted under this Agreement are reported for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or expiration of the four-year period, whichever occurs later.
- D. Staffing: Subrecipient shall provide staffing for the Housing Stability and Workforce Development Programs to adequately perform the services prescribed by this Agreement.
- E. Taxes: Subrecipient shall be solely responsible for any and all taxes (federal, state, and/or local), worker's compensation insurance, disability payments, social security payments, unemployment insurance payments, insurance, and any similar type of payments owed or owing by Subrecipient or any employee thereof and **shall hold the Grantee harmless from any and all such payments.**
- F. Compliance: Subrecipient shall document its files to provide a full description of each activity undertaken and demonstrate that each activity undertaken complies with the terms and objectives of this Agreement; demonstrate compliance with the fair housing and equal opportunity requirements and policies of the CDBG Entitlement Program; and comply with all applicable federal financial records regulations.

IV. PAYMENT PROCEDURES

A. Subrecipient shall:

- i. Submit payment reimbursement requests, based on actual costs, with required supporting documentation on a monthly basis; and
- ii. Provide Grantee with the monthly report information detailed on a timely basis.

No reimbursement requests shall be processed by Grantee until Subrecipient is in compliance with all applicable requirements of this Agreement including submittal of monthly reports.

B. Grantee shall:

- i. In consideration for public services rendered by Subrecipient, provide funding in a total sum not to exceed the CDBG Program Year 2019 funded amount of \$527,768.50, upon verification of full compliance with all terms of this Agreement and applicable federal regulations and policies;
- ii. Monitor the operations of Subrecipient activities under this Agreement to assure compliance with applicable federal requirements, contract provisions and achievement of performance goals; and
- iii. Reimburse Subrecipient upon receipt and review of a payment request on the provided form that includes the required supporting documentation from Subrecipient.

V. UNIFORM ADMINISTRATIVE REQUIREMENTS

Subrecipient agrees to comply with all applicable federal, state, and local laws and regulations governing the CDBG-CV funds provided under this Agreement including CFR Title 2, Subtitle A, Chapter 1 1, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and 24 CFR Part 84 (Grants and Agreements with Institutions of Higher Learning, Hospitals, and other Non-Profit Organizations). Subrecipient shall comply with applicable Carrollton Standard Operating Procedures for CDBG Subrecipients, documenting compliance through submittal to Grantee of all required forms.

VI. OTHER PROGRAM REQUIREMENTS

Subrecipient will carry out its activities under this Agreement in compliance with the requirements of Subpart K of 24 CFR 570, except, that Subrecipient does not assume the Grantee's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR under Part 52.

- A. Audits: In accordance with 24 CFR 570.502 and local requirements, Subrecipient shall submit an audit complying with the Single Audit Act of 1984 to Grantee in addition to any audit-related forms the Carrollton Finance Department requires.
- B. Beneficiary data: Subrecipient shall maintain beneficiary data demonstrating beneficiary eligibility for the CDBG-funded public services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and a description of services provided. Such information shall be submitted to Grantee with original documentation for review upon request.
- C. Prohibition of Political or Religious Activity: There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement. None of the funds, materials, property or services under this Agreement shall be used in the performance of this Agreement for any partisan political activity, including lobbying, as specified in CFR Title 2, Subtitle A, Chapter 1 1, Part 200 regarding Cost Principles for Nonprofit Organizations or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.
- D. Discrimination Prohibited: The Subrecipient shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition, or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, or sex.
- E. Merger or Integration: This Agreement constitutes the entire Agreement between Subrecipient and Grantee with respect to the subject matter hereof; there are no other further written or oral understandings or Agreements with respect hereto.
- F. Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Subrecipient and Grantee. Any alterations, additions, or deletions to the terms of this Agreement, which are required by the enactment of legislation, regulations, and directives, are automatically incorporated into this Agreement on the date designated by law, regulation, or directive. None of the CDBG-funded activities to be performed by the Subrecipient under this Agreement may be subcontracted.
- G. Amendment: Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are

executed in writing, signed by a duly authorized representative of both Parties, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or Subrecipient from its obligations under this Agreement. Grantee may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of work to be undertaken as part of this Agreement, such modification will be incorporated only by a written amendment signed by both Grantee and Subrecipient.

- H. Monitoring: As required by HUD, Subrecipient will be monitored on performance by Grantee before final disbursement of CDBG funds and closeout of activities under this Agreement. A monitoring report summarizing the review will be provided to Subrecipient and any conclusions made must be cleared before close out.
- I. Close-outs: Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed. Activities during the close-out period shall include, but are not limited to: making final payments, disposing of program assets (including accounts receivable to Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds.
- J. Hold Harmless: **To the fullest extent permitted by law, Subrecipient agrees to indemnify, pay in behalf of, and hold harmless Grantee, its elected and appointed officials, employees, volunteers, boards, commissions and others working on behalf of Grantee, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the grantee, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this Agreement.**
- K. Confidentiality: The use or disclosure of information by Grantee concerning public services, applicants or recipients obtained in connection with the performance of the Agreement shall be restricted to the purposes directly connected with the administration of the services provided under this Agreement. Such information shall not be used for any other purpose unless required by law, statute, or other legal process.
- L. Copeland "Anti-Kickback" Act: Subrecipient shall comply with the Copeland "Anti- Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3) and as applicable. (Applies to contracts and subgrants for construction or repair.)

M. Conflict of Interest: Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.61 1, which include, but are not limited to, the following:

- i. Subrecipient shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. Subrecipient shall comply with the Biloxi Standard Operating Procedure (SOP) for CDBG Subrecipients #16-11 Conflict of Interest Policy and Procedures and provide Grantee with completed forms in appendices to the SOP, as applicable to this program requirement.
- ii. No employee, officer, or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, the subrecipient, or any designated public agency.
- iv. In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict-of-interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the grantee or by its subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance.

VII. SUSPENSION AND TERMINATION

In accordance with 24 CFR 85.43, Grantee may suspend or terminate this Agreement if Subrecipient materially fails to comply with any term of this Agreement, which includes, but is not limited to the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

- B. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement; or
- D. Submission by Subrecipient to Grantee of reports that are incorrect or incomplete in any material respect.

Also, in accordance with 24 CFR 85.44, this Agreement may be terminated by Grantee or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, Grantee may terminate the award in its entirety.

VIII. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

- A. Grantee: City of Carrollton – Environmental Services
Point of Contact: Meagan Tucker – Sr. Community Development Specialist
Brian Passwaters – Community Services Manager
Address: 1945 E. Jackson Road, Carrollton, TX 75006
- B. Subrecipient: Metrocrest Services
Point of Contact: Tracy Eubanks – Chief Executive Officer
Address: 13801 Hutton Drive, Farmers Branch, TX 75234

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

GRANTEE: City of Carrollton

Erin Rinehart, City Manager

Date

SUBRECIPIENT: Metrocrest Services

Tracy Eubanks, Chief Executive Officer

Date