

APPLICANT MUST INDICATE OBJECTIONS, EXCEPTIONS, CONDITIONS, OR QUALIFICATIONS TO THIS SAMPLE SUBRECIPIENT AGREEMENT AND ALTERNATE LANGUAGE PROPOSED, IF ANY, IN ITS APPLICATION SUBMISSION. NOTE: SUBSTANTIVE EXCEPTIONS MAY CAUSE THE CITY'S UNQUALIFIED REJECTION OF AN APPLICATION. ITEMS NOT EXPLICITLY EXCEPTED TO SHALL BE DEEMED ACCEPTED BY THE APPLICANT.

Resolution No. [REDACTED]
Contract No: [REDACTED]

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**EXHIBIT XX: SUBRECIPIENT AGREEMENT
(ARPA FUNDS)**

SUBRECIPIENT AGREEMENT WITH [ENTITY] (ARPA FUNDS) (the “**Agreement**”) is entered into by and between the City of Dallas, a Texas municipal corporation of Dallas County, Texas (the “**City**”), acting by and through its authorized officers, and [Entity] (“**Subrecipient**”), authorized to transact business in the State of Texas, acting by and through its authorized officers, with its principal office at [Address of the Entity]. The City and Subrecipient are sometimes separately referenced as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

[Recitals that set forth factual background information regarding the public purpose, the Notice of Funding Availability (“NOFA”), the entity, services provided by the entity, and the dollar amount]

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the Parties agree as follows:

SECTION 1. DEFINITIONS.

In addition to terms defined in the body of this Contract, the terms set forth below shall mean:

Act means the American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery (SLFR) Funds, codified as Social Security Act §§ 602 and 603, as added by section 9901 of ARPA.

Administrative Fees means Direct Expenses for administering the Program. Administrative Fees that exceed 10% of total subaward amount annually is not eligible for payment.

ARPA SLFR Regulations means 31 CFR Part 35, as amended, and 2 CFR Part 200, as amended.

Direct Expenses means the actual cost of items related to carrying out the Services that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be “Allocable Costs” under 2 CFR § 200.405. Subrecipient shall use a minimum of 90% of the Funds for Direct Expenses.

Director means the Director of the City’s Office of Community Care.

Eligible Costs means allowable expenses incurred by Subrecipient for Services properly rendered according to the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**) for the Services. Eligible Costs exclude Ineligible Costs.

Eligible Participant means a person who is eligible to be considered to be disproportionately impacted by the pandemic, including as a member of a Low-income household, a household residing in a Qualified census Tract (QCT) or a household that qualifies for the following federal benefits (“Eligibility Programs”):

- Temporary Assistance for Needy Families (TANF)
- Supplemental Nutrition Assistance Program (SNAP)
- Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs
- Medicare Part D Low-income Subsidies
- Supplemental Security Income (SSI)
- Head Start and/or Early Head Start
- Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)
- Section 8 Vouchers
- Low-Income Home Energy Assistance Program (LIHEAP)
- Pell Grants.

Funds means amounts provided to the Subrecipient pursuant to a payment of Eligible Costs made by the City pursuant to section 602(b) or 603(b) of the Social Security Act or transferred to the Subrecipient by the City pursuant to section 603(c)(4) of the Social Security Act. Subrecipient may only use Funds to cover costs incurred during the time period beginning [DATE] and ending [DATE] (unless otherwise accelerated or extended by the Secretary), for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in 31 CFR § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable. A recipient must return any Funds not obligated by [DATE]. A recipient must also return Funds obligated by [DATE] but not expended by [DATE].

Indirect costs mean those facilities & administrative (F&A) costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of indirect (F&A) costs. Indirect (F&A) cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.

Ineligible costs mean non reimbursable expenses, including (1) Indirect Costs that exceed 10%; (2) costs that appear excessive and/or without justification; (3) costs for internal administrative activities; (4) fundraising activities; (5) computers (not used by an Eligible Participant) or office equipment; (6) vehicles; (7) equipment owned or leased by the customer, including routers and modems, and any other costs beyond the network interface point; (8) operating expenses; (9) expenses incurred prior to the date of the grant award announcement; and (10) expenditures that solely benefit individuals who are not an Eligible Participant.

Low-income household means a household with: (1) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the poverty guidelines published most recently by the Department of Health and Human Services; or (2) income at or below 40 percent of the Area Median Income for its county and size of household based on data published most recently by the Department of Housing and Urban Development.

Qualified census tract (QCT) means, as defined in 26 U.S.C. 42(d)(5)(B)(ii)(I), any census tract designated by the Secretary of Housing and Urban Development and, for the most recent year for which census data are available on household income in such tract, either in which 50 percent or more of the households have an income which is less than 60 percent of the area median gross income for such year or which has a poverty rate of at least 25 percent. If the Secretary of Housing and Urban Development determines that sufficient data for any period are not available to apply this clause on the basis of census tracts, such Secretary shall apply this clause for such period on the basis of enumeration districts.

Request for Payment shall mean the documentation whereby Subrecipient requests payment for allocable and Direct Expenses or Eligible Costs to provide the Services. Subrecipient's Requests for Payment (**Exhibit B-2**) must include accurate documentation (e.g., copies of paid invoices, ledgers, bank statements, or other supporting documentation acceptable to the Director) and be timely submitted with the Monthly Activities Report (**Exhibit B-1**) and the Monthly Target Analysis (**Exhibit B-1**)

Secretary means the Secretary of the United States Treasury.

Services shall mean the deliverables set forth in accordance with the Statement of Services (**Exhibit A-1**) pursuant to the Budget Narrative (**Exhibit A-2**) and the Budget Worksheet (**Exhibit**

A-3). Services must comply with the NOFA (**Attachment A-1**) and the Applicable Laws and Regulations (as defined herein).

Subrecipient means a public or private nonprofit agency, authority or organization, or an entity described in 2 CFR § 200.1, receiving American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery (SLFR) Funds from the U.S. Department of Treasury from the recipient (e.g., the City) to undertake activities eligible for such assistance. Subrecipient understands and agrees that it is a subrecipient of a subaward and must comply with the ARPA/SLFR Award Terms and Conditions, the Act, and Applicable Laws and Regulations (as specified herein).

SECTION 2. CONTRACT ADMINISTRATION

This Contract shall be administered on behalf of City by the Director of the Office of Community Care or the Director’s designated representative (“Director”).

SECTION 3. TERM

This Agreement takes effect on or about [DATE] and terminates on or about [DATE] (the “Term”). The schedule to complete the Services shall be as provided in the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**); where the Statement of Services and Budget Narrative do not provide for time of completion, the schedule shall be as provided in the NOFA (**Attachment 1**); where the NOFA does not provide for time of completion, the schedule shall be as provided by the Application (**Attachment 2**); where neither the NOFA nor the Application provides for time of completion, the schedule shall be as provided by the Director. The schedule may be modified by the Director, in his or her sole discretion. Time is of the essence of completion of the performance of the Services.

SECTION 4. SUBRECIPIENT’S SERVICES

- A. The Services.** [Description of services provided by Subrecipient] in the the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**). The Services are to be performed in a good and workmanlike manner pursuant to the NOFA (**Attachment 1**) and the Application (**Attachment 2**), and must comply with the Applicable Laws and Regulations (as defined herein) in a manner that is timely and satisfactory to the City.

- B. Order of Authority.** In case of a conflict between this Agreement, the NOFA (**Attachment 1**), and the Application, this Agreement and the Statement of Services (**Exhibit A-1**) shall control followed by the NOFA, then the Application (**Attachment 2**). If any disputes or questions arise regarding the construction or meaning of the NOFA (**Attachment 1**), this Agreement, or the SLFR Regulations, the true meaning shall be decided by the Director and such decision shall be binding and conclusive upon Subrecipient.

- C. **Goals and Measurements.** Subrecipient has agreed to meet the deliverables, performance goals, benchmarks, and milestones in providing the Services, as detailed in the Statement of Services (**Exhibit A-1**), and in accordance with the NOFA (**Attachment 1**). Accordingly, the City shall only pay Subrecipient for Direct Expenses and Eligible Cost(s) incurred to deliver the Services in accordance with the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), Budget Worksheet (**Exhibit A-3**), the Act, the ARPA/SLFR Award Terms and Conditions, and the SLFR Regulations. Subrecipient may only provide the Services during the Term. In addition to the payment requirements, on a monthly basis, Subrecipient shall accurately and timely submit the Monthly Activities Report (**Exhibit B-1**), Monthly Target Analysis (**Exhibit B-1**), and the Request for Payment (**Exhibit B-2**) during the Term and in accordance with the NOFA (**Attachment 1**), this Agreement, and the Applicable Laws and Regulations (as defined herein). Subrecipient's failure to provide such deliverables or meet the milestones shall constitute an Event of Default under this Agreement.

SECTION 5. CITY'S DUTIES AND RESPONSIBILITIES

- A. **Authorized Funds.** In consideration of Subrecipient's timely and satisfactory performance of the Services, City shall reimburse Subrecipient for Eligible Costs at a rate of [Dollar Amount] per year for a total amount not to exceed [DOLLAR AMOUNT], subject to annual appropriation (the "Funds" or "Fund Amount"). The City will pay Subrecipient for actual permissible Administrative Fees and Eligible Costs incurred in connection with the Services upon the Director's review and approval of Subrecipient's Request for Payment (**Exhibit B-2**), as detailed in Section 6.B of this Agreement. Prior to authorizing payment, the Director will review the Monthly Target Analysis (**Exhibit B-1**) and determine if Subrecipient has complied with all payment requirements and the Applicable Laws and Regulations (as defined herein) under this Agreement.
- B. **Monitor.** City will monitor Subrecipient's ongoing activities and performance (and any of its subcontractors) while under construction, as necessary, but no less than annually. Monitoring may include all phases and aspects of Subrecipient's performance to determine the adequacy of Subrecipient's records and accounts, compliance with this Agreement and the Applicable Laws and Regulations (as defined herein). On annual basis, in accordance with 31 CFR § 35.10(a)(2), Subrecipient shall calculate and report to the City if it uses any portion of the Funds in violation of 31 CFR §§ 35.6 or 35.7.
- C. **Audit Rights.** City reserves the right to perform desk reviews or on-site monitoring of Subrecipient's compliance with this Agreement, the ARPA/SLFR Award Terms and Conditions, the Act, and the Applicable Laws and Regulations (as defined herein), including but not limited to eligibility verification of participants deemed to be an Eligible Participant, expenses deemed to be Eligible Costs, fees deemed to be permissible Administrative Fees, and delivery of any portion of the Services. After each monitoring

visit, the City may provide Subrecipient with a written report of findings. If the report notes deficiencies in Subrecipient's performance or payment for expenses that are not an Eligible Cost, the report shall include requirements for the timely correction of said deficiencies by Subrecipient. Failure by Subrecipient to timely take the action specified in the monitoring report shall constitute an Event of Default under this Agreement.

SECTION 6. SUBRECIPIENT'S DUTIES AND RESPONSIBILITIES

A. Administrative Functions. As outlined in the Statement of Services (**Exhibit A-1**), Subrecipient shall coordinate with the Director to perform the following Services: Subrecipient shall receive applications, perform applicant intake, and conduct participant income eligibility review, in accordance with the Applicable Laws and Regulations, to ensure each potential participant qualifies as an Eligible Participant by (a) verifying household income; and (b) other eligibility review. For each Eligible Participant, Subrecipient shall abide by the Statement of Services (**Exhibit A-1**). The Director reserves the right to deny reimbursement for any expense that is not an Eligible Cost or does not comply with the ARPA/SLFR Award Terms and Conditions, the Act, or the SLFR Regulations.

B. Requests for Payment.

- (i) Subrecipient must submit monthly, no later than the 10th of the month, an invoice in the form of a Request for Payment (**Exhibit B-2**) with all supporting documentation for the Services and of Eligible Costs rendered to Eligible Participants. An invoice must include, but is not limited to, the following items: company name, addresses, phone number, an invoice number and description of expenses. Subrecipient shall provide supporting documentation for each Eligible Participant, including but not limited to City residency documentation, Program eligibility verification (i.e., recipient of one or more Eligibility Program), invoices, receipts, change orders and any other documentation that the Director, in his/her sole discretion, may request to confirm that the Services were timely and satisfactorily completed by Subrecipient. Subrecipient acknowledges that by signing the Request for Payment and submitting the above specified documentation, the Subrecipient certifies that the costs are valid, eligible and consistent with this Agreement, the ARPA/SLFR Award Terms and Conditions, the Act, and the SLFR Regulations, and that the information contained therein is true and correct. Upon submission of this Request for Payment, eligible expenses will be paid for with Funds received from the Treasury. The request for payment form is used to request payment for Eligible Costs that have not been supported by a prepayment. A Request for Payment should be submitted each month during the contract period regardless of whether or not funding is being requested.
- (ii) Invoices must be submitted after all Eligible Costs have been completed on the Eligible Participant's behalf. The City's payment is on a reimbursable basis only. If the Request for Payment is not timely received or is incomplete, the Director, in

his/her sole discretion, may withhold payment and refuse to process any additional Requests for Payment. Subrecipient must submit Invoices within 30 days from the completion of the Eligible Costs. Interim draws shall be accepted monthly. In addition, failure to comply with the payment procedures required by City may constitute an Event of Default under this Agreement.

- (iii) The City shall not reimburse Subrecipient for any cost that is not an Eligible Cost or expenses incurred by Subrecipient prior to or after the Term ends.
 - (iv) The City's payments to Subrecipient for the Services hereunder shall not exceed the amounts authorized under this Agreement. City's obligations are payable solely from the Funds. Under no circumstances shall any payment to Subrecipient be paid by the City's general funds or revenue.
 - (v) Subrecipient shall adopt such additional financial management procedures as may from time-to-time be prescribed by the City if required by applicable federal or state laws or regulations, guidelines from the Treasury, or the Director.
- C. Key Personnel.** Subrecipient shall identify all personnel who will be involved in performing the Services and otherwise administering the Agreement, including at least one project manager and one fiscal officer (Key Personnel). Subrecipient shall notify the City of any changes to these personnel within thirty (30) days of the change. Key personnel names, titles, and contact information are listed in the Key Personnel List (**Exhibit A-4**).
- D. Reporting.** Subrecipient shall submit, no later than the 10th of each month, the Monthly Activities Report (**Exhibit B-1**), the Monthly Target Analysis (**Exhibit B-1**), and the Request for Payment (**Exhibit B-2**) for each Eligible Participant served to the City describing the Eligible Costs, as well as permissible Administrative Fees, to date. Administrative Fees and Eligible Costs will be reported separately to ensure compliance with the Agreement. Subrecipient shall notify the City regarding any issues that prevent Subrecipient from meeting the goals and measurements set forth in the Statement of Services (**Exhibit A-1**). A Monthly Activities Report (**Exhibit B-1**) and the Monthly Target Analysis (**Exhibit B-1**) should be submitted each month during the Term regardless of whether or not clients were served, or services were delivered.
- E. Monitoring.** Subrecipient understands and agrees that it will be subject to monitoring by City and Treasury for compliance with this Agreement, the ARPA/SLFR Award Terms and Conditions and the Applicable Laws and Regulations (as defined herein) for the Term and for five (5) years after closeout. Subrecipient will provide access to all files related to the Services or otherwise related to this Agreement as requested by City or Treasury during the Term and for five (5) years thereafter.

F. Insurance. Prior to execution of this Agreement by City, Subrecipient shall deliver to the Director a completed insurance certificate that meets the minimum insurance requirements set forth in **Exhibit C**. Subrecipient shall maintain all insurance coverage throughout the Term. Approval, disapproval, or failure to act by City regarding any insurance supplied by Subrecipient or its subcontractors shall not relieve Subrecipient of full responsibility or liability for damages, errors, omissions, or accidents as set forth in this Agreement. The bankruptcy or insolvency of Subrecipient's insurer or any denial of liability by Subrecipient's insurer shall not exonerate Subrecipient from the liability or responsibility of Subrecipient set forth in this Agreement.

G. Recordkeeping. Accurate recordkeeping and retention, as further described in the Certification Regarding Records, Costs, and Audits (**Exhibit D**) are material to the City's transfer of Funds to Subrecipient, Subrecipient's use of the Funds, and Subrecipient's performance of the Services. Subrecipient shall maintain records in connection with the Services, including for all Eligible Costs incurred. Subrecipient's records should include all documentation for the Eligible Costs, including but not limited to work write-ups, and, if applicable, the subcontractor, program development documentation, progress reports, change orders, and approved invoices for (with Subrecipient sign-off). Payment Request Records must be kept for five (5) years after closeout of the Services ("records retention period").

Subrecipient shall maintain its records in a manner that allows the City to meet its obligations as a non-Federal entity recipient of a Federal award under 2 CFR § 200.302. In addition, upon City's request, Subrecipient shall promptly provide City with information and copies of any records the City deems necessary for City to effectively fulfill its monitoring and evaluation responsibilities for this Agreement. If any claim, litigation, or audit is initiated before the expiration of the records retention period, the records must be retained until all such claims, litigation or audits have been resolved. Subrecipient understands and agrees that the City, Treasury and their respective representatives shall have access at all reasonable hours to Subrecipient's offices and records dealing with the use of the Funds that involve this Agreement.

H. Audit. If Subrecipient's expenditure of the Funds during its fiscal year equals or exceeds \$750,000, in accordance with 2 CFR § 200.332, Subrecipient must submit to the City an annual audit prepared in accordance with 2 CFR Part 200, Subpart F, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The audit must be prepared by an independent certified public accountant, be completed within six (6) months following the end of the period being audited and be submitted to City within thirty (30) days of its completion.

I. Closeout. Final payment request(s) under this Agreement must be received by the City no later than thirty (30) days after the last day of the Term. The City will not accept a payment request submitted after this date without prior authorization from the Director. In

consideration of the execution of this Agreement by the City, Subrecipient agrees that acceptance of final payment from the City will constitute an agreement by Subrecipient to release and forever discharge the City, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Subrecipient's obligations to the City under this Agreement shall not terminate until all closeout requirements are completed to the City's satisfaction. Such requirements shall include submitting final reports to the City and providing any closeout-related information requested by the City by the deadlines specified by the City. This provision shall survive the expiration or termination of this Agreement.

- J. Program Income.** Neither the City nor Subrecipient anticipates that program income will be generated by this Agreement, but if such income is generated, Subrecipient shall treat and use all program income (as defined by 2 CFR § 200.307) balances (including investments thereof) held by Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs) in accordance with 2 CFR § 200.307.
- K. Commingling and Supplanting of Funds.** Subrecipient agrees to utilize the Funds to supplement rather than supplant funds otherwise available. Subrecipient shall not commingle the Funds with any other funds in a manner that prevents the City from readily identifying and verifying permissible expenditures to perform the Services.
- L. Procurement Standards.** Subrecipient shall comply with local, state and federal procurement requirements related to procurement and cost reasonableness. Subrecipient shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner.
- M. Licenses, Certifications, Permits, Accreditation.** Subrecipient shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to City proof of any licensure, certification, permit or accreditation upon request.
- N. Litigation and Claims.** Subrecipient shall give City immediate written notice of any action, including any proceeding before an administrative body, filed against Subrecipient in conjunction with the Funds, the Services, or this Agreement. Subrecipient shall furnish immediately to City copies of all pertinent papers received by Subrecipient with respect to such action or claim. Subrecipient shall provide written notice to City within ten (10) calendar days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 7. DUE DILIGENCE AND COORDINATION

Subrecipient represents that, prior to submitting the Application (**Attachment 2**) and executing this Agreement, Subrecipient became and remains thoroughly acquainted with all matters relating to the performance of the Services, all Applicable Laws and Regulations (as defined herein), and all of the terms and conditions of this Agreement. All Services under this Agreement shall be coordinated with the Director, and timely performed to the Director's satisfaction.

SECTION 8. FEDERALLY ASSISTED SUBRCIPIENT REQUIREMENTS

- A. Use of Funds.** Subrecipient shall provide for compliance with the ARPA/SLFR Award Terms and Conditions, the Act, SLFR Regulations, and Applicable Laws and Regulations (as defined herein) by other parties in any agreements it enters into with other parties relating to this Agreement.
- B. Direct expenses.** Subrecipient acknowledges and agrees that:
- (i) **General.** Pursuant to 2 CFR § 200.413, direct expenses are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently, as either direct or indirect facilities and administrative costs. See also 2 CFR § 200.405.
 - (ii) **Application to Federal awards.** Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from an indirect expense, such as facilities and administrative costs. Typical costs charged directly to a federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the federal award. If directly related to a specific award, certain costs that otherwise would be treated as an indirect expense may also be considered a Direct expense.
 - (iii) Subrecipient shall not treat as a Direct Expense, the salaries and labor costs of (A) administrative or clerical staff or (B) personnel who do not directly provide Services. Salaries and labor costs are only reimbursable up to the proportion of an employee's time spent exclusively on the Services during the period for which payment is sought, provided that Subrecipient submits supporting documentation, such as supporting documentation of the time spent by each employee, total time spent by each employee during period for which payment is sought, and itemized payroll taxes and benefits.
- C. Termination for Cause or Convenience.** In addition to termination due to an Event of Default, in accordance with 2 CFR 200 Appendix II(B), the City may terminate this Agreement if Subrecipient fails or is unable to perform the Services, or otherwise whenever

such termination is determined by City to be in City's best interest. Subrecipient may terminate this Agreement if City does not provide the Funds substantially in accordance with this Agreement.

D. Equal Employment Opportunity. Subrecipient understands and agrees as follows:

- (i) Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. Subrecipient shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C. §§ 12101-12213, as amended. Subrecipient agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.
- (ii) Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that "All qualified applicants will receive consideration for employment without regard to race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance."
- (iii) Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (iv) Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and

accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (v) If Subrecipient fails to comply with the equal employment opportunity provisions of this Agreement or with any of the said rules, regulations, or orders, Subrecipient understands and agrees that the City, at its sole option may:

- (A) Cancel, terminate or suspend this Agreement in whole or in part;

- (B) Declare Subrecipient ineligible for further City contracts until it is determined to be in compliance with such equal employment opportunity provisions.

In addition, Subrecipient may be declared ineligible for further government contracts or Federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

E. Labor Standards.

- (i) All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR part 5 as may applicable. Subrecipient shall comply with 40 U.S.C. §§ 3141-3144, and 3146-3148 and the requirements of 29 CFR part 5 as applicable.
- (ii) Subrecipients are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination.
- (iii) Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR part 3 as applicable, which are incorporated by reference into this Agreement.
- (iv) Subrecipient shall insert in any subcontracts the clause above and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Subrecipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (v) In the event of any violation of Section 8.E.(ii) Subrecipient shall be liable for the unpaid wages. In addition, Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall

be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 8.E.(ii), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 8.E.(iii).

- (vi) Treasury shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 8.E.(v).
- (vii) Subrecipient shall maintain documentation that demonstrates compliance with this Section. Such documentation shall be made available to City or Treasury for review upon request.
- (viii) A breach of this Section 8.E. may be grounds for termination of this Agreement, and for debarment as provided in 29 CFR § 5.12.

F. Debarred/Suspended.

- (i) In accordance with Executive Order 12549 and 2 CFR part 180, Subrecipient is required to verify that the Subrecipient, its principals (as defined at 49 CFR 29.995), or its affiliates (as defined at 49 CFR 29.905) are not federally excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Subrecipient is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. Debarment status may be verified at <https://www.sam.gov>.
- (ii) By signing and submitting this Agreement, the Subrecipient certifies as follows:

Neither Subrecipient nor any of its principals are presently, and during the Term shall not be, excluded, disqualified, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government, State of Texas, or City of Dallas. "Principals" means officers, directors, owners, partners, and person having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment and similar positions).

- (iii) Prior to or simultaneously with execution of this Agreement, Subrecipient shall submit to City (A) Subrecipient's DUNS number and (B) a printout showing Subrecipient's current status on www.sam.gov (or any successor thereto), which printout shall verify that Subrecipient's status is Active, that Subrecipient has no exclusions, and that Subrecipient has no delinquent federal debt.
- (iv) The certifications in this Section are a material representation of fact upon which reliance has been placed by City in connection with the execution of this Agreement. If it is later determined that Subrecipient knowingly rendered an erroneous certification or provided false documentation, in addition to the other remedies available to City, City may immediately terminate this Agreement.
- (v) The parties to the Agreement certify, and each relies thereon in execution of this Agreement, that neither their entity nor its Principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any federal governmental agency or department.
- (vi) Subrecipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management maintained by the General Services Administration.
- (vii) Subrecipient shall provide general oversight of subcontractors to ensure they meet the E-Verify requirement. Subrecipient is responsible for ensuring all subcontractors at every tier incorporate the Federal Acquisition Regulation (FAR) E-Verify Clause 52.222-54, Employment Eligibility Authorization. Subrecipient may be subject to fines and penalties if it knowingly continues to work with a subcontractor that is in violation of the E-Verify FAR requirement.

G. Civil Rights Compliance and Prohibition Against Discrimination.

- (i) Subrecipient agrees to comply with the Section 15B-3 of the Dallas City Code, Equal Employment Opportunity, 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 the Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, Executive Order 13279, 67 FR 77141, 3 CFR 2002, and the implementing regulations at 41 CFR chapter 60.
- (ii) Subrecipient has signed the statement, included as **Exhibit E**, certifying that it agrees to comply with the non-discrimination in employment and contracting opportunities

laws, regulations, and Section 15B-3 of the Dallas City Code. The applicable non-discrimination provisions in Section 109 of the HCDA are also applicable. Subrecipient shall comply with all other applicable state, local, and/or federal requirements regarding civil rights.

(iii) Subrecipient acknowledges and agrees that the following statutes and regulations prohibiting discrimination are applicable to this Agreement:

- (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's Implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (B) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (C) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (D) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- (E) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

H. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by the Funds.

I. Whistleblower Protections.

- (i) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any person or entity listed in this Section, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial

and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in this Section includes the following:

(A) A member of Congress or a representative of a committee of Congress;

(B) An Inspector General;

(C) The Government Accountability Office;

(D) A Treasury employee responsible for contract or grant oversight or management;

(E) An authorized official of the Department of Justice or other law enforcement agency;

(F) A court or grand jury; or

(G) A management official or other employee of Subrecipient, contractor, subcontractor, of the City who has the responsibility to investigate, discover, or address misconduct.

(iii) Subrecipient shall inform its employees in writing of the rights and remedies provided under this Section, in the predominant native language of Subrecipient's workforce.

J. Compliance with Other Requirements & Laws. Subrecipient acknowledges and agrees that it is a recipient of federal financial assistance under this Agreement, and its use of the Funds shall comply with the ARPA/SLFR Award Terms and Conditions, the Act, the SLFR Regulations, and all applicable uniform administrative requirements, federal law, regulations, executive orders, procedures, and directives. Subrecipient shall perform all the Services in compliance with all federal laws and regulations as described in 31 CFR § 35.9 and 2 CFR Part 200.

K. Applicable Federal Laws and Regulations. Subrecipient acknowledges and agrees that the following federal statutes, federal regulations, and executive orders are applicable to this Agreement and are each incorporated by reference:

(i) Pandemic Relief Programs, Coronavirus State and Local Fiscal Recovery Funds, 31 CFR Part 35.

- (ii) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, including the following:
 - (A) Subpart A, Acronyms and Definitions;
 - (B) Subpart B, General Provisions;
 - (C) Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - (D) Subpart D, Post-Federal Award Requirements;
 - (E) Subpart E, Cost Principles; and
 - (F) Subpart F, Audit Requirements.
- (iii) Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25.
- (iv) Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170.
- (v) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
- (vi) Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200.
- (vii) Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- (viii) New Restrictions on Lobbying, 31 CFR Part 21.
- (ix) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- (x) Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), which requires the City to encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- (xi) Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), which requires the City to encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.
- (xii) Generally applicable federal environmental laws and regulations.

- L. **False Statements.** Subrecipient understands that making false statements or claims in connection with this Agreement may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal or City awards or contracts, and/or any other remedy available by law.
- M. **Return of Unused Funds.** If Subrecipient has any Funds not incurred on hand as of the earlier of [DATE], or any incurred Funds but not spent by [DATE], or the termination of this Agreement, Subrecipient shall return all unspent Funds to the City within ten (10) calendar days.
- N. **Recoupment.**
- (i) Subrecipient agrees that it is financially responsible for and will repay the City any and all indicated amounts following an audit exception which occurs due to Subrecipient's failure, for any reason, to comply with the terms of the Agreement. This duty to repay the City shall not be diminished or extinguished by the termination of the Agreement.
 - (ii) In the event of a violation of section 602(c) or 603(c) of the Act, the Funds shall be subject to recoupment by the City.
 - (iii) Any Funds paid to Subrecipient (A) in excess of the amount to which Subrecipient is authorized to retain under the terms of the Agreement; (B) that are determined by the Treasury Office of Inspector General to have been misused; (C) are determined by Treasury to be subject to a repayment obligation pursuant to section 602(e) or 603(e) of the Act; or (D) are otherwise subject to recoupment by the City, and have not been repaid by Subrecipient to the City shall constitute a debt to the City.
 - (iv) Any debts determined to be owed the City must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in the City's initial written demand for payment, unless other satisfactory arrangements have been made or if the City knowingly or improperly retains funds that are a debt. The City will take any actions available to it by law or in equity to collect such a debt.
- O. **Disclaimer.** Subrecipient understands and agrees that the United States is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Subrecipient, or any other party pertaining to any matter resulting from this Agreement. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this Agreement or

any contract or subcontract under the federal grant. The acceptance of this payment or funding by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

SECTION 9. EVENT OF DEFAULT, TERMINATION, AND ENFORCEMENT

- A. Event of Default.** A default of this Agreement shall exist if Subrecipient commits or allows the commission of any one or more of the following (each, an “Event of Default”):
- (i) Fails to perform the Services or fails to observe any covenant contained herein, including, but not limited to: (A) providing the Services in compliance with the Applicable Laws and Regulations (as defined herein); (B) conducting the Services on behalf of the Eligible Participants; (C) providing the Administrative Functions; (D) ensuring that only permissible actual and direct Eligible Costs are incurred, pursuant to the the Statement of Services (**Exhibit A-1**), Budget Narrative (**Exhibit A-2**), and Budget Worksheet (**Exhibit A-3**); or (E) ensuring that the Services comply with the Applicable Laws and Regulations (as defined herein);
 - (ii) Uses the Funds for expenses other than for Eligible Costs to provide the Services or submits a fraudulent Statements of Services (**Exhibit A-1**), Monthly Activities Report (**Exhibit B-1**), Monthly Target Analysis (**Exhibit B-1**), or Request for Payment (**Exhibit B-2**) to the City;
 - (iii) Performance, financial, or compliance deficiencies in connection with the Services, the Funds, or this Agreement;
 - (iv) Makes a materially misleading or false statement, warranty or representation;
 - (v) Fails to properly and timely pay personnel, suppliers, or other contractors and such failure impacts the City in any manner;
 - (vi) Fails to repay the City within 30 calendar days of a written demand to pay, recapture or recoup Funds;
 - (vii) Is convicted of a violation under 8 U.S.C. Section 1324a(f);
 - (viii) Files for bankruptcy, becomes insolvent, makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; or
 - (ix) Fails to, pursuant to Section 14, obtain Director approval prior to the assignment, transfer, sublet, convey or otherwise dispose of this Agreement.

- B. Cure Period.** Subrecipient shall immediately notify (in accordance with Section 18) the City in writing upon becoming aware of any change in the existence of any condition or event that constitutes an Event of Default or, with the giving of notice or passage of time, or both, would constitute an Event of Default. Such notice shall specify the nature of the Event of Default, the period of existence of such Event of Default and what action, if any, the notifying party is taking or proposes to take with respect thereto. In the event that Subrecipient experiences an Event of Default, then the City shall give Subrecipient written notice of such Event of Default. If Subrecipient has not cured an Event of Default within thirty (30) calendar days of the date of City’s written notice to Subrecipient (“Uncured Default”), the City may, in City’s sole discretion: (i) impose additional conditions requirements, such as (A) imposing additional requirements for payment; (B) requiring additional or more detailed financial reports; (C) imposing additional monitoring; or (iv) requiring the Subrecipient to obtain technical or management assistance; (ii) temporarily withhold cash payments pending correction of the Uncured Default; (iii) deny payment for all or part of the cost of the activity or action not in compliance; (iv) wholly or partly suspend or terminate the Agreement; (v) recommend suspension or debarment proceedings under 2 CFR part 180 be initiated by Treasury; (vi) terminate this Agreement upon written notice to Subrecipient; and/or (vii) pursue any other legal remedies available at law or in equity to the City.
- C. Additional Compliance Requirements.** If the City imposes additional requirements, the Director will provide Subrecipient with written notice that includes: (i) the scope and nature of the additional requirements; (ii) the reason(s) why the City is imposing additional requirements; (iii) the nature of the corrective action needed to remove the additional requirements, if applicable; (iv) the time allowed for Subrecipient to complete the actions, if applicable; and (v) the method by which Subrecipient may request the Director’s reconsideration of the additional requirements imposed. Within ten business days, the City shall remove any additional requirements if Subrecipient satisfies the conditions that prompted such additional requirements.
- D. City’s Right to Terminate.** In the event of termination under this Section, the City shall immediately rescind all Funds awarded but unpaid to Subrecipient pursuant to this Agreement, and Subrecipient shall have no further right to such Funds. Termination shall not affect or terminate any of City’s rights against Subrecipient due to an Event of Default. The City may enforce all rights and remedies available to it, including but not limited to, requiring specific performance or reimbursement of the Funds paid to Subrecipient, subject to written notice and Subrecipient’s failure to timely cure an Event of Default.
- E. Recapture Liability.** In the event of a termination pursuant to Section 9.C or this Section, the full amount of the Funds paid as of the date of termination will become a debt to the City and shall be due, owing, and paid by the Subrecipient to the City within ninety (90) calendar days of Subrecipient’s receipt of notice from the City of such termination and demand for repayment. Any repayment liability not paid to the City within such 90-day

period shall accrue interest from the due date through collection at a rate equal to the lesser of (i) twelve percent (12%) per annum or (ii) the maximum non-usurious rate allowable by law.

- F. Subrecipient's Right to Terminate.** Subrecipient may terminate this Agreement if City does not provide the Funds substantially in accordance with this Agreement. Subrecipient may terminate this Agreement after providing written notice (in accordance with Section 18) to the City setting forth the reason for such termination, the effective date, and in the case of partial termination, the portion to be terminated. City, however, may determine in the case of partial termination that the reduced or modified portion of the Agreement will not be in the City's best interest, and may terminate the Agreement in its entirety.
- G. Rights and Remedies.** No waiver by City of any of its rights or remedies hereunder shall be considered a waiver of any other or subsequent right or remedy of City; no delay or omission in the exercise or enforcement by City of any rights or remedies shall be construed as a waiver of any right or remedy of City; and no exercise or enforcement of any such rights or remedies shall ever be held to exhaust any right or remedy of City. The waiver of a breach of any term, covenant, or condition of this Agreement shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.
- H. Damages, Attorney's Fees and Court Costs.** This Agreement inures to the benefit of and is enforceable by the Parties. Without waiving any defenses available under Texas law, Subrecipient does hereby grant to the City the right to prosecute or take appropriate action, at law or in equity, against Subrecipient to recover any default liability or to enforce any other covenant or agreement contained in this Agreement. If the City prevails in a legal proceeding to enforce this Agreement against Subrecipient, the City is further entitled to recover damages, attorney's fees, and court costs from Subrecipient.
- I. REPAYMENT BY SUBRECIPIENT. SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM ANY LIABILITY ARISING OUT OF FINDINGS FROM TREASURY OR OTHER FEDERAL OR CITY AUDITS OR MONITORING VISITS AND WILL PAY CITY THE AMOUNT OF DISALLOWED COSTS AS DETERMINED BY TREASURY OR OTHER FEDERAL OR CITY AUDITS OR MONITORING VISITS CONNECTED WITH THIS AGREEMENT. SUBRECIPIENT ACKNOWLEDGES THAT ALL FUNDS ARE SUBJECT TO REPAYMENT IN THE EVENT ANY EXPENSE OR ACTIVITY DOES NOT MEET THE REQUIREMENTS SET FORTH IN THIS AGREEMENT OR THE SLFR REGULATIONS. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

SECTION 10. OFFSET

The City may, at its sole option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City from Subrecipient, regardless of whether the amount due arises pursuant to this Agreement or otherwise, and regardless of whether the debt due to the City has been reduced to judgment by a court.

SECTION 11. FORCE MAJEURE

It is expressly understood and agreed by the Parties that Subrecipient shall perform the Services by the dates specified in **Exhibit A-1**; provided however, that Subrecipient may have such additional time to complete the Services as may be required in the event of force majeure, defined herein, if, in the Director's discretion, Subrecipient is diligently and faithfully pursuing completion of such redevelopment, subject to the requirements detailed herein. For this purpose, a "Force Majeure Event" shall mean any contingency or cause beyond the reasonable control of Subrecipient including, without limitation, acts of nature (including, without limitation, fire, storm and pandemics) or the public enemy, war, riot, civil commotion, insurrection, state, federal or municipal government or de facto governmental action (unless caused by acts or omissions of Subrecipient), fires, casualty, explosions, floods, shortages in labor or materials, and strikes. In an event of force majeure, Subrecipient may be excused from doing or performing the same during such period of delay, so that the goals or measurements applicable to such performance may be extended for a time period equal to the time period Subrecipient was delayed, subject to the Director's prior written approval, which is based on Director's reasonable determination that the Subrecipient is diligently and faithfully pursuing completion of the Services.

SECTION 12. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Subrecipient shall comply with the requirements of this ordinance as a precondition of any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

SECTION 13. CONFLICT OF INTEREST, FINANCIAL INTERESTS, GIFTS, AND LOBBYING

A. Prohibition on Conflict of Interest.

- (i) In accordance with 2 CFR § 200.318(c), Subrecipient understands and agrees it must maintain a conflict of interest policy and that such conflict of interest policy is applicable to the Services. Subrecipient must disclose to the City in writing any potential conflict of interest affecting the Funds pursuant to 2 CFR § 200.112. The

Subrecipient agrees that it shall not willfully attempt to secure preferential treatment in its dealings with the City by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any city official or employee. Failure to comply with these requirements shall be a material breach of this Agreement and is an Event of Default subject to the remedies stated in this Agreement or otherwise available to the City at law or in equity.

- (ii) Subrecipient and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Subrecipient's performance of all of the services under this Agreement. Such disclosures must be made no later than ten (10) business days following the event giving rise to the potential or actual conflict of interest for the duration of the Term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Subrecipient's performance of its duties under this Agreement by the existence of Subrecipient's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Agreement by the Director.

B. Prohibition of Certain Financial Interests. The following section of the Charter of the City of Dallas shall be one of the conditions of, and a part of, the consideration of this Agreement:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED

- (a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office, or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.
- (b) The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

- (c) The prohibitions of this section shall not apply to the participation by City employees in federally funded housing programs, to the extent permitted by applicable federal or state law.
 - (d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.
 - (e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.
 - (f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9).”
- C. Prohibition Against Interest.** Subrecipient shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Subrecipient shall disclose to City any conflict of interest or potential conflict of interest described above, immediately upon discovery of such. Subrecipient affirms that it will adhere to the provisions of the Texas Penal Code which prohibits bribery and gifts to public servants.
- D. Prohibition Against Gift to Public Servant.** The City may terminate this Agreement immediately if Subrecipient has offered or agreed to confer any benefit upon a city employee or official that a city employee or official is prohibited by law from accepting. For purposes of this Section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require Subrecipient to remove any employee of Subrecipient who has violated the restrictions of this Section or any similar state or federal law and obtain reimbursement for any expenditures made as a result of the improper offer, agreement, or conferring of a benefit to a City employee or official.
- E. Certification Regarding Anti-lobbying.** Subrecipient acknowledges and agrees that:

- (i) No City funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any local, state or federal government.
- (ii) No City funds have been paid or will be paid to attempt to influence the passage or defeat of a legislative measure.
- (iii) No City funds have been paid or will be paid to employ, as a regular or Agreement employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- (iv) No City funds have been used or will be used to pay membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- (v) Subrecipients who apply or bid for an award of \$100,000 or more shall file the required Certification Regarding Lobbying (**Exhibit F**). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

SECTION 14. SUCCESSORS AND ASSIGNS

The Subrecipient shall not assign, transfer, sublet, convey or otherwise dispose of this Agreement of any part therein or its right, title or interest therein or its power to execute the same to any other persons, subrecipients, partnership, company or corporation without Director's prior written consent. Should Subrecipient transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this Section, is an Event of Default and the City may, at its discretion, cancel this Agreement and all rights, title and interest of the Subrecipient shall therein cease and terminate, and the Subrecipient shall be declared in default.

SECTION 15. NO JOINT VENTURE

It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

SECTION 16. SUBRECIPIENT AN INDEPENDENT CONTRACTOR

Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Subrecipient shall have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, members, agents, servants, employees, contractors, clients, licensees or invitees. Subrecipient, or its officers, members, agents, servants, employees, contractors, clients, licensees or invitees, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Subrecipient. City does not have the legal right to control the details of the tasks performed hereunder by Subrecipient, its officers, members, agents, employees, contractors, licensees or invitees.

SECTION 17. INDEMNIFICATION

SUBRECIPIENT COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND, AT ITS OWN SOLE EXPENSE, CITY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT AND/OR THE OPERATIONS, ACTIVITIES, AND SERVICES OF THE ACTIVITIES DESCRIBED HEREIN; AND SUBRECIPIENT HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY OF CITY AND ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OR SUITS FOR PROPERTY LOSS OR DAMAGE AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KINDS OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, ATTEMPTED PERFORMANCE, OR NONPERFORMANCE OF THE SERVICES OR THIS AGREEMENT AND THE OPERATIONS, ACTIVITIES, AND SERVICES DESCRIBED HEREIN.

SUBRECIPIENT LIKewise COVENANTS AND AGREES TO AND DOES HEREBY INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ANY AND ALL INJURY, DAMAGE, OR DESTRUCTION OF PROPERTY OF CITY, ARISING OUT OF OR IN CONNECTION WITH ALL ACTS OR OMISSIONS OF SUBRECIPIENT, ITS OFFICERS, MEMBERS, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, LICENSEES, AND PARTICIPANTS.

SUBRECIPIENT AGREES TO AND SHALL RELEASE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY

SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT.

SUBRECIPIENT SHALL REQUIRE ALL OF ITS CONTRACTORS AND SUBCONTRACTORS TO INCLUDE IN ITS CONTRACTS AND SUBCONTRACTS A RELEASE AND INDEMNITY IN FAVOR OF CITY IN SUBSTANTIALLY THE SAME FORM AS ABOVE.

THE INDEMNITY AND LIABILITY RELEASE PROVIDED FOR ABOVE SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF CITY AND SUBRECIPIENT, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THIS SECTION SURVIVES TERMINATION OR EXPIRATION OF THIS AGREEMENT.

SECTION 18. NOTICES

Except as otherwise stated herein, any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the Parties at the addresses appearing below, but each Party may change its address by written notice in accordance with this Section. Mailed notices shall be deemed communicated as of three (3) business days after mailing.

If intended for the City, to:

City of Dallas
Office of Community Care
Attn: Director
1500 Marilla Street, 4DN
Dallas, Texas 75201

If intended for the Subrecipient, to:

[Name & Title & Address of Subrecipient's
Authorized Official]

With a copy to:

City Attorney's Office

Attn: Community & Economic Development Section
1500 Marilla Street, 7DN
Dallas, Texas 75201

SECTION 19. MISCELLANEOUS

- A. **Recitals Incorporated.** The recitals are incorporated into this Agreement as if fully set forth herein.
- B. **Form 1295 Requirement.** If not already provided, Subrecipient shall submit to the Director a completed Form 1295 (**Exhibit G**) generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with Texas Government Code, Section 2252.908 (the "Form 1295").
- C. **No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of Subrecipient and the City. No third party will be deemed a beneficiary of this Agreement, and no third party will have any right to make any claim or assert any right under this Agreement.
- D. **Sovereign and Governmental Immunity.** THIS AGREEMENT IS MADE SUBJECT TO THE CITY'S GOVERNMENTAL AND SOVEREIGN IMMUNITY, INCLUDING WITHOUT LIMITATION, TEXAS CIVIL PRACTICES AND REMEDIES CODE, TITLE 5 AND ALL APPLICABLE FEDERAL AND STATE LAWS. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY, OR A WAIVER OF ANY TORT LIMITATION, THAT THE CITY HAS BY OPERATION OF LAW, OR OTHERWISE.
- E. **Warranties and Representation.** Subrecipient represents and warrants that it: (a) does not have an outstanding city lien or tax lien; (b) is not a party to a lawsuit against the City; (c) intentionally omitted; (d) is not currently in default of any other contracts with the City; and (e) has not, in the previous five (5) years, been a party to a contract with the City that was terminated due to default.
- F. **Compliance with Laws and Regulations.** This Agreement is entered into subject to and controlled by the Dallas City Charter, the Dallas City Code, City ordinances, the ARPA/SLFR Award Terms and Conditions, the Act, SLFR Regulations (and any interpretive guidance), and all applicable local, state or federal statute, executive orders, rules, regulations, and administrative or judicial orders (collectively, the "Applicable Laws and Regulations"). Subrecipient shall, during the course of performance of this Agreement, comply with the Applicable Laws and Regulations. Subrecipient shall possess or obtain any necessary permits required by City ordinance or State or federal law for the performance of the Services prior to commencing the Services.

G. Employment of Undocumented Workers; Certification. During the Term, Subrecipient agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the incentives granted herein within 120 days after the date Subrecipient is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts. Subrecipient has signed the statement, attached as **Exhibit H**, certifying that the business, or a branch, division, or department of the business, does not or will not knowingly employ an undocumented worker, and has agreed to abide by the requirements of Chapter 2264 of the Government Code.

H. Texas Public Information Act. Subrecipient understands that the City must comply with Texas Government Code, Chapter 552 (“TPIA”) as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas (“OAG”). Subrecipient agrees to make available to the City contracting information under this Agreement. Such information shall be promptly (but not later than three (3) business days of Subrecipient’s receipt of City’s written request) provided to the City at no cost. Subrecipient agrees to mark and clearly identify documents and information provided in writing that it contends to be a trade secret, proprietary or confidential. If the City receives an information request related to Subrecipient or this Agreement, the City shall make a good faith attempt to notify Subrecipient of the request in accordance with the TPIA, and Subrecipient may seek a decision from the OAG that the information is protected from required disclosure. The Parties acknowledge that to object to the release of records, Subrecipient must submit a letter brief to the OAG explaining why the claimed exceptions apply to the information. The City shall not be obligated to submit a letter brief supporting those claimed exceptions; instead, Subrecipient shall be solely responsible for submitting the brief that the information is protected from disclosure, and providing a copy of the documents to the OAG. If the OAG issues a determination indicating that all or part of the information must be disclosed, the City shall disclose the information unless Subrecipient notifies the City that it has timely filed or intervened in a suit against the OAG in accordance with TPIA. Nothing in this Agreement shall require the City to fund, reimburse, institute or participate in any litigation relating to an information request. Provider agrees to comply with the TPIA, a subpoena, court order, search warrant, or other legal process. Subrecipient acknowledges that the City cannot guarantee that any information it receives will be kept confidential, and this Agreement is not a basis to withhold information from required disclosure under the TPIA, a subpoena, court order, search warrant, or other legal process.

If applicable, the requirements of TPIA, Subchapter J apply to this Agreement and Subrecipient agrees that notwithstanding Article VI of this Agreement, this Agreement can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of the TPIA, Subchapter J. Furthermore, the City may not accept a contract described by

TPIA, Section 552.371 or award a contract to an entity if the City determines such entity has knowingly or intentionally failed to comply with the TPIA, Subchapter J in a previous bid or contract, described by TPIA, Section 552.371 unless the City determines and documents that such entity has taken adequate steps to ensure future compliance with the requirements of TPIA, Subchapter J. Subrecipient agrees that City's compliance with the TPIA shall not constitute a breach of City's obligations pursuant to this Agreement.

I. Prohibition on Certain Contracts; Discrimination.

- (i) Acknowledgment of Prohibition on Contracts with Foreign Terrorist Organizations. Subrecipient hereby represents that: (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Texas Government Code, Section 2252.153 as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Texas Government Code, Section 2252.151.
- (ii) Acknowledgment of Prohibition on Contracts with Companies Boycotting Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Texas Government Code, Section 2271.002 Subrecipient verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the Term. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. Subrecipient hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the Term.
- (iii) Acknowledgement of Prohibition on Agreements with Foreign Terrorist Organizations. The Subrecipient hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Texas Government Code, Section 2252.153, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.
- (iv) No Discrimination Against Fossil Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Texas Government Code, Section 2274.002, as amended, Subrecipient hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the Term. The foregoing verification

is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law.

- (v) **Prohibition on Discrimination Against Firearm Entity.** Where applicable by law, pursuant to Texas Government Code, Section 2274.002 Subrecipient hereby represents that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the Term against a firearm entity or firearm trade association.

- J. Venue.** The obligations of the Parties to this Agreement shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Dallas County, Texas.

- K. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

- L. Duty to Execute.** Subrecipient understands and agrees that this Agreement is entered into as permitted by the Dallas Charter and ordinances, and other applicable federal and Texas laws, rules and regulations, each of which may be amended from time to time. To the extent any such requirement is not otherwise set forth herein, Subrecipient agrees to negotiate and execute such amendments, contracts, or documents as may be necessary, proper, or reasonably required by the City to comply with local, Texas or federal laws, rules and regulations/guidance or any additional requirements issued by the City.

- M. Legal Construction.** This Agreement is entered into subject to and controlled by the Charter and ordinances of the City of Dallas and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Subrecipient shall, during the course of performance of this Agreement, comply with all applicable City codes and ordinances, as amended, and all applicable State and federal laws, rules and regulations, as amended.

- N. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

- O. Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

- P. Certification of Execution.** The person or persons signing and executing this Agreement on behalf of Subrecipient, or representing themselves as signing and executing this Agreement on behalf of Subrecipient, do hereby warrant and certify that he, she or they have been duly authorized by Subrecipient to execute this Agreement on behalf of Subrecipient and to validly and legally bind Subrecipient to all terms, performances and provisions herein set forth.
- Q. Entire Contract.** This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire Agreement of the Parties, superseding all oral or written previous and contemporary contracts between the Parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental contract executed by the Parties.

[Remainder of this page left intentionally blank. Signatures appear on the following page.]

EXECUTED this the [redacted] day of [redacted] 20 [redacted], by CITY, signing by and through its City Manager (I), duly authorized to execute same by Resolution No. 24-[redacted], adopted by the City Council on [redacted], and by SUBRECIPIENT, duly authorized to execute same.

CITY OF DALLAS
KIMBERLY BIZOR TOLBERT
City Manager (I)

APPROVED AS TO FORM:
TAMMY L. PALOMINO
City Attorney

By: _____
Assistant City Manager

By: _____
Assistant City Attorney

RECOMMENDED BY DIRECTOR:

SUBRECIPIENT:

Jessica Galleshaw, Director
Office of Community Care

[Entity]

Authorized Official

Print Name

Title

ATTACHMENTS:

- Attachment 1** Notice of Funding Availability (“NOFA”)
- Attachment 2** Subrecipient’s Application
- Attachment 3** Resolution 24-_____
- Attachment 4** Subrecipient Notification of Award

EXHIBITS:

- Exhibit A-1** Statement of Services
- Exhibit A-2** Budget Narrative
- Exhibit A-3** Budget Worksheet
- Exhibit A-4** Key Personnel List
- Exhibit B-1** Proof of Performance; Quarterly Activities; Monthly Target Analysis; Overview of Accomplishments; and Budget Revision Request Form
- Exhibit B-2** Request for Payment
- Exhibit C** Insurance Requirements
- Exhibit D** Certification Regarding Records, Costs, and Audits
- Exhibit E** Certification Regarding Civil Rights and Non-Discrimination
- Exhibit F** Certification Regarding Lobbying
- Exhibit G** Certificate of Interested Parties (Form 1295)
- Exhibit H** Certification Regarding Employment of Undocumented Workers

**Exhibit A-1
Statement of Services**

[Attached]

SAMPLE

**Exhibit A-2
Budget Narrative**

[Attached]

SAMPLE

Exhibit B-1
Monthly Activities Report, Overview of Accomplishment Report, Monthly Target Analysis,
Proofs of Performance, and Budget Revision Request Form

[Attached]

SAMPLE

**Exhibit B-2
Request for Payment**

[Attached]

SAMPLE

Exhibit C
Insurance Requirements

[Attached]

SAMPLE

Exhibit D
Certification Regarding Records, Costs, and Audits for
Contracts, Grants, Loans, and Cooperative Agreements (ARPA)

I am the authorized agent of the undersigned (“Subrecipient”) and I certify that I have the authority, on behalf of the Subrecipient, to assist the City of Dallas (the “City”) in its project implementation of the allocated Funds to support to support activities to carry out the public purpose and Services in the Service Area as described in the Agreement. I understand that the City cannot make a subaward unless Subrecipient has obtained a unique entity identifier as described in by 2 CFR § 200.333. Accordingly, Subrecipient has obtained and provided to the City its Unique Entity Identifier as required by 2 CFR § 200.333. Subrecipient acknowledges and agrees that the American Rescue Plan Act Coronavirus State Fiscal Recovery Funds (the “Funds”) may only be used to cover costs incurred after November 1, 2024 and expended by December 31, 2026 that fall under one of the four eligible use categories set forth in 31 CFR Part 35. For purposes of this subaward, the Funds may only be used in connection with the public purpose and Services described in the Agreement.

Subrecipient also acknowledges and agrees that it has reviewed the statement of services, is registered to practice in the State of Texas, meets the minimum qualifications, and is a competent firm that has experience in providing the Services (as defined in the underlying agreement). Subrecipient acknowledges and agrees that it must: (1) consistent with 2 CFR § 200.333, keep sufficient records and documentation, including financial records, performance records, and supporting documentation (e.g., invoices and sale receipts) for five years that relate to this award and demonstrate the permissible expenditure of Funds in accordance with Section 603(a) of the Social Security Act, Treasury’s regulations implementing these sections, and guidance issued by Treasury; (2) comply with any reporting obligations established by the City; and (3) comply with any audit requirements established by the Treasury Office of the Inspector General, the Government Accountability Office, and the City, as they relate to the Funds.

Subrecipient acknowledges and agrees that all records and expenditures are subject to audit by the Texas State Auditor’s Office, the U.S. Department of Treasury’s Inspector General, and the City or its designee. In accounting for the receipt and expenditure of Funds under the Agreement, Subrecipient acknowledges and agrees that it must follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 CFR § 200.49, “GAAP” has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (“FASB”). When conducting an audit of Subrecipient’s performance under this Agreement, Generally Accepted Government Auditing Standards (“GAGAS”) must be used. As defined by 2 CFR § 200.50, “GAGAS,” also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.

If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with a contract entered into for this subaward and with Section 603(c) of the Social Security Act, Subrecipient acknowledge and agrees that it will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable

regulations and contract provisions within thirty (30) days after the City has notified Subrecipient of such non-compliance.

Subrecipient acknowledges and agrees that pre-award costs, as defined in 2 CFR § 200.458, are not an eligible expense. I acknowledge on submission of this certification that Subrecipient will incur eligible expenses during the Term of the Agreement.

Subrecipient acknowledges and agrees that as additional federal guidance becomes available, an amendment to the Agreement between the City and Subrecipient may become necessary, and, if it is the successful Subrecipient, Subrecipient agrees to execute any necessary amendments to the Agreement.

Subrecipient acknowledges and agrees that, unless exempt, Subrecipient shall report the names and total compensation of each of the Subrecipient's five most highly compensated executive for the Subrecipient's preceding completed fiscal year if Subrecipient meets the conditions set forth in 2 CFR § 170.330.

Subrecipient acknowledges and agrees that the City will rely on this certification as a material representation in scoring the proposals, selecting the successful Subrecipient, awarding the contract, entering into the Agreement with Subrecipient, and processing reimbursements or payment requests from Subrecipient.

I hereby certify that I have read the above certification, and that the information and statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Contractor/Subrecipient:

By: _____
Authorized Representative

Printed Name and Title of Authorized Representative

Exhibit E
Certification Regarding Civil Rights and Non-Discrimination for
Contracts, Grants, Loans, and Cooperative Agreements

The Funds provided to the entity named below (“Subrecipient”) have been made available under section 602 or section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act. Subrecipient understands and acknowledges that:

As a condition of receipt of federal financial assistance from the Department of the Treasury, with monies distributed through the City, Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to Subrecipient, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of Subrecipient’s program(s) and activity(ies), so long as any portion of Subrecipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

Subrecipient certifies the following:

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Subrecipient’s programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more

information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and its successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If Subrecipient settles a case or matter alleging such discrimination, Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

I hereby certify that I have read the above certification, and that the information and statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

[Redacted Signature]

Signature of Subrecipient's Authorized Official

[Redacted Name and Title]

Printed Name and Title of Subrecipient's Authorized Official

Exhibit F
Certification Regarding Lobbying for
Contracts, Grants, Loans, and Cooperative Agreements

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (b) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph (a) and (b) of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Contractor/Subrecipient:

By: _____
Authorized Representative

Printed Name and Title of Authorized Representative

Exhibit G
Certification Regarding Lobbying for
Contracts, Grants, Loans, and Cooperative Agreements

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
- (b) 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, et seq. and punishment under federal law.

Signature of Subrecipient's Authorized Official

Printed Name and Title of Subrecipient's Authorized Official

Exhibit H
Certification Regarding Employment of Undocumented Workers

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

(1) The business receiving any public subsidies provided pursuant to this agreement, or a branch, division, or department of the business, does not and will not knowingly employ undocumented workers. For purposes of this Certification, “Public Subsidies” means grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers or rebates, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. For purposes of this Certification, “Undocumented worker” means an individual who, at the time of employment, is not:

- (A) lawfully admitted for permanent residence to the United State; or
- (B) authorized under law to be employed in that manner in the United States.

(2) Pursuant to Texas Government Code § 2264.053, if, after receiving the Public Subsidies provided herein, the business entity or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the Public Subsidy with interest accruing from the date of the violation on which the conviction is based, at the prime rate as published in the *Wall Street Journal* on the date of the Dallas City Council’s initial approval of the agreement. Repayment shall be made not later than the 120th day after the date the City notifies the business of the violation. As provided by Section 2264.101(c) of the Texas Government Code, Developer shall not be liable for a violation by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts.

This certification is a material representation of fact upon which reliance was placed when this agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Texas Government Code § 2264.

Contractor/Sub-recipient:

By:
Authorized Representative